



GSA Federal Acquisition Service

August 11, 2011

FAS INSTRUCTIONAL LETTER 2011-22

FROM:

HOUSTON W. TAYLOR
ASSISTANT COMMISSIONER
OFFICE OF ACQUISITION MANAGEMENT (QV)


SUBJECT:

Implementation of the Formatted Pricelist for the
Federal Supply Schedule Program

1. **Purpose:** The purpose of this Instructional Letter (IL) is to provide guidance on the implementation of the Enterprise Acquisition Solution (EAS) Formatted Pricelist (FPL).
2. **Background:** The use of the FPL template by offerors and contractors is a new way of electronically submitting proposed pricing under the FSS program. The template provides a standard, data-driven method to submit complete pricing information upfront with the initial offer or price-related modification in eOffer/eMod. The new pricing submission process has three major steps:
 - Download an FPL template
 - Populate the FPL template
 - Upload the FPL through eOffer/eMod with the offer or pricing modification submission

Once awarded, the pricing information captured in the template is automatically loaded in GSA Advantage! as the contractor's FPL, or authorized FSS Pricelist. In essence, the FPL replaces what FSS previously considered to be a contractor's pricelist that was created subsequent to contract award and uploaded to GSA Advantage by the contractor through the Schedules Input Program (SIP).

Capturing this information upfront helps to ensure that the information needed for evaluation and award is complete, reducing the back and forth that is sometimes necessary to gather all of the documentation that accompanies a contract pricing action. The streamlined process also permits any resultant awarded pricelist to be posted directly on GSA Advantage!, eliminating the need for acquisition personnel to review and approve a submitted pricelist in the Contracting Officer Review System (CORS). For contractors, SIP is eliminated, and future contract modification pricing actions are simplified. For customers, market research and best value determinations are conducted with up-to-date, accurate pricing data.

This IL requires a solicitation refresh and a mass modification. The refresh inserts revised clauses into the solicitation that require new offerors to use the FPL to submit proposed pricing

with the submittal of their eOffer and with any subsequent price-related modification request. The mass modification, issued to existing Schedule contractors who are participating in the pricing pilot, inserts the aforementioned revised clauses and requires the contractors to “baseline” their currently awarded pricelists using the FPL template.

3. Effective Date: Date of signature.
4. Termination Date: This IL remains effective until it is cancelled.
5. Applicability. This IL applies to all GSA/FAS acquisition activities awarding Federal Supply Schedule contracts who are utilizing the EAS. The IL does not apply to Department of Veterans Affairs (VA) acquisition activities awarding and administering Federal Supply Schedule contracts.
6. Reference Regulations. Deviation, dated August 2, 2011, to GSAR clauses listed below; [IL 2011-02](#), Mandating the Use of Pre-Negotiation, Price Negotiation and Final Proposal Revision Templates for the Federal Supply Schedules Program and associated Supplements; [IL 2011-20](#), The Enterprise Acquisition Solution (EAS); [IL 2011-23](#), Using the Price Evaluation Tool for the Evaluation of Pricing on Federal Supply Schedule Contracts and Modifications for Services; and [IL 2011-21](#), Mandating Contractor Instruction on the Formatted Pricelist for the Federal Supply Schedule Program.
7. Instructions/Procedures.

Insert the following clauses into all solicitations for those Schedules participating in the EAS pricing pilot (see [Appendix A](#) for full text showing changes to the clauses or click on individual clause to see final text version):

- [552.212-70](#), Preparation of Offer (Multiple Award Schedule)(Deviation I – Aug 2011)
- [552.238-71](#), Submission and Distribution of Authorized FSS Schedule Pricelists (Deviation II – Aug 2011)
- [552.238-72](#), Identification of Products that have Environmental Attributes (Deviation I – Aug 2011)
- [552.243-72](#), Modifications (Multiple Award Schedule)(Deviation II – Aug 2011)
- [552.211-78](#), Commercial Delivery Schedule (Multiple Award Schedule)(Deviation I – Aug 2011)
- C-FSS-002, Submission of Offers Additional Instructions - DELETE
- [F-FSS-202-F](#), Delivery Prices (Deviation I – Aug 2011)
- [FSS-163](#), Option to Extend the Term of the Contract (Evergreen) (Deviation I – Aug 2011)
- [FSS-597](#), GSA Advantage!® (Deviation I – Aug 2011)
- [FSS-600](#), Contract Price Lists (Deviation I – Aug 2011)
- [SCP-FSS-001](#), General Proposal Submission Instructions (Alternate I)(Deviation I – Aug 2011)
- [SCP-FSS-002](#), Specific Proposal Submission Instructions (Alternate I)(Deviation I – Aug 2011)
- [SCP-FSS-003](#), General Proposal Submission Instructions (Alternate I)(Deviation I – Aug 2011) – Schedule 70 only

- [CFSS-151](#), Additional Evaluation Factors for Award (Deviation)
- [CP-FSS-19](#), Pricing (Deviation I – Aug 2011)

A. Federal Supply Schedules

- Solicitation Refresh:** Refresh solicitations in accordance with the dates contained in separate instructions provided by Acquisition Management (for pilot only) to insert the revised provisions and clauses referenced above. The Solicitation Writing System (SWS) will mark these clauses as “Required as Applicable”. Schedule solicitations who are participating in EAS must select these clauses for inclusion in the solicitation refresh.
- In-House Offers:** If an offer is in progress in eOffer, and the offeror accesses it to make any changes, then eOffer will prompt the offeror to accept the latest refresh. The offeror is then required to use the FPL template to submit their proposed pricing. However, if an offer is in progress and is either not accessed by the offeror or is in the signature process, then the contractor will then be required to baseline their entire pricelist using the FPL prior to submitting any price-related modification request.

In-House Modifications: Only price-related modifications are affected by the implementation of the FPL. If a modification is in progress in eMod, then the Contracting Officer should award the modification prior to the FPL functionality being enabled. If the PCO cannot award the modification prior to this date, then the modification should be rejected or withdrawn by the contractor, who should be instructed to resubmit the modification using the FPL after the implementation date.

- Contract Modification:** All Schedule contracts shall be modified to incorporate the clauses. This shall be accomplished through a typical mass modification that is issued from SWS following a solicitation refresh. There is no need for a separate modification. The effective date for existing Schedule contracts will be the date that the modification is executed. The modification will be slightly customized in that it will include the functionality that allows contractors to upload their FPL with submittal of the modification.

Additional Information Regarding the Mass Modification

- Contractors will not receive this modification until they have successfully completed the mandatory instruction on the FPL.
- Once the FPL is uploaded, the PCO will receive an email notification that action is required. The PCO can accept the submission or return the FPL back to the contractor with suggested corrections. This electronic process works similar to the contractor-to-PCO exchange that occurs when a contractor takes an exception to a clause.
- The modification is not complete until the Contracting Officer

(CO) approves the FPL.

- Unlike other mass modifications, the administration of this modification lies primarily with the PCO. The Administrative Contracting Officers (ACOs) can conduct the follow up with contractors who have not yet taken action; however, the PCO is responsible for approving the FPL and ultimately signing the modification.
- Mass modifications do not affect cycle times.

8. Questions and Answers.

What are the benefits of the FPL?

Capturing pricing and price related terms and conditions with the initial offer or modification request helps ensure that the information needed for award is complete, reducing the back and forth that is sometimes necessary to gather all of the documentation to accompany a contract pricing action. The capture of the pricing information upfront also permits any resultant awarded pricelist to be posted directly on GSA Advantage!. For contractors, offerings are immediately available to customers, the Schedule Input Program (SIP) is eliminated, and future contract modification pricing actions are simplified. For customers, market research is conducted with up-to-date, accurate pricing data, and best value decisions can be made with more complete information.

What does the FPL require?

The FPL requires the contractor to fill out a number of data fields. Mandatory data fields include but are not limited to commercial or market price, GSA proposed price, and service/labor category descriptions. Optional fields include but are not limited to zonal pricing and quantity discounts. Please note that Most Favored Customer (MFC) is NOT a required field for the baselining effort since contractors already have awarded pricing; however, the MFC field is mandatory for all new offers and all price-related modifications.

Does it require the same information as I-FSS-600, Contractor Price Lists?

The actual FPL template does not include all of the information contained in I-FSS-600. The remaining information that constitutes the pricelist is captured in another section within the price proposal in eOffer/eMod. The data from the FPL template and this section merge to form the approved FPL in GSA *Advantage!*®. In essence, the FPL and other price-related terms and conditions replace what FSS previously considered to be a contractor's pricelist that was created subsequent to contract award and uploaded to GSA Advantage by the contractor through the Schedules Input Program (SIP).

Is the Most Favored Customer (MFC) a required field?

The Most Favored Customer (MFC) is NOT a required field for the baselining effort since contractors already have awarded pricing; however, the MFC field is mandatory for all new offers and all price-related modifications.

Can a contractor manipulate the FPL template?

Each FPL template includes tabs and required data fields for all possible pricing submissions by Schedule and Special Item Number (SIN). The contractor can tailor the template by downloading the MS-Excel file, identifying the required tabs for the SIN(s) they are offering, and

deleting the tabs that aren't needed. Although the contractor is permitted to delete tabs, the contractor cannot manipulate the required data fields or add additional data fields. This will result in a rejection of the upload by eOffer/eMod. If the contractor is using the Data Form Entry process, only the tabs needed will be provided.

Once a contractor uploads the FPL, what do I need to do?

Review the FPL. The most important thing is to check to make sure that the contractor has only uploaded what's currently awarded and that all of the information is accurate. Depending on the nature of the contract and the number of line items, you may determine that a statistically significant sampling is a valid technique to determine completeness and accuracy. This decision can be made at the operational level.

For this modification, the FPL should be reviewed timely and no later than 60-90 days following submission by the contractor. Once the PCO approves the FPL, the modification will be awarded. The modification is not complete until the PCO approves the FPL. If the FPL is rejected for some reason, it will be sent back to the contractor with a message from the PCO to make the required corrections.

What if a contractor wants to request to add a Special Item Number (SIN), new labor category, or change a price during the baseline process?

The contractor cannot make any other changes as part of the baseline modification. Once the FPL is approved and the modification is awarded, a new modification request to do any of the above is permitted using the FPL template in eMod.

Is the mass modification mandatory?

This is a mandatory mass modification pursuant to the authority of FAR 1.108(d)(3).

Can a contractor take exceptions to the revised clauses?

Like all mass modifications, the contractor has the ability to insert exception language into the text box that accompanies each clause. However, like other mass modifications, if the contractor takes exception to any of the clauses then the Contracting Officer may cancel the contract in accordance with clause 552.238-73, Cancellation.

What happens to a contractor who declines the modification?

The Schedules Program is moving toward complete electronic contracting. Continuing to conduct business in a paper environment once we begin to implement the electronic capture of contract data impedes GSA's ability to provide value added services to our industry partners and customers. Like other mass modifications, if the contractor declines the modification then the Contracting Officer may cancel the contract in accordance with clause 552.238-73, Cancellation.

When should a contractor take action on the modification?

The contractor should upload their FPL within 60-90 days from the issuance of this modification. If the contractor does not take action in a reasonable period of time, the PCO should consider contract cancellation in accordance with clause 552.238-73, Cancellation.

What if a contractor doesn't take action on the modification?

Contractors are not permitted to submit any price-related modifications in eMod until this modification is accepted and the FPL is approved.

What if, after reading the information on the website, a contractor has questions?

The contractor should contact their PCO.

Author: Sheri Meadema

Appendix A

552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (DEVIATION I – AUG 2011)

- (a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions (other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

- (b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

- (c) **Utilizing the templates provided in eOffer (when applicable), p]** Provide information described below for each SIN:

- (1) **[A copy]**~~Two copies~~ of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.
- (2) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.
- (3) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.
- (4) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (DEVIATION II – AUG 2011)

[(a) At the time of offer submission, an electronic version of the proposed pricelist, including terms and conditions, will be submitted utilizing the templates in eOffer.

(b) If necessary, eOffer will facilitate the revision of proposed pricing or price-related terms and conditions during the clarification process or negotiations.

~~[(c)(a) Following contract award, the approved pricelist will be automatically posted to GSA Advantage!®.~~

~~(b) The Contractor shall provide to the GSA Contracting Officer:~~

~~— (1) Two paper copies of the Authorized FSS Schedule Pricelist; and~~

~~— (2) The Authorized FSS Schedule Pricelist on a common-use electronic medium.~~

~~© The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.~~

[(d)(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized Schedule user, upon request.

552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (DEVIATION I – AUG 2011)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions.* As used in this clause—

“Energy-efficient product” means a product that—

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

“GSA Advantage!® ” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

“Remanufactured” means factory rebuilt to original specifications.

“Renewable energy” means energy produced by solar, wind, geothermal, and biomass power.

“Renewable energy technology” means—

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive

solar design.

(c)

(1) The offeror must identify products that—

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at <http://www.energystar.gov/> and FEMP at <http://www.eere.energy.gov/femp/procurement/>);

(iv) Are water-efficient;

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) ~~Electronic data submission for GSA Advantage!~~ submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to Offerors can indicate environmental and other attributes in eOffer for each product that are translated into respective icons in GSA Advantage!®.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

552.243-72 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (DEVIATION II – AUG 2011)

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

[(b) Electronic submission of modification requests via eMod is mandatory (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

(c) Some modifications require the use of Formatted Pricelist (FPL) templates in eMod. eMod will indicate when the use of a template is required. Prior to submitting any modification request that requires the use of a template, instruction on the use of the FPL shall be completed. The instruction can be accessed at the Vendor Support Center (vsc.gsa.gov) or on the eOffer/eMod homepage.]

[(d)](b) Types of Modifications.

(1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:

- (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.
 - (ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.
 - (iii) Information about the new item(s) or the item(s) under the new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.
 - (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedule).
 - (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance.
 - (vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.
 - (vii) Any information requested by 52.212-3(f), Offeror Representations and Certifications—Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act—Balance of Payments Programs—Supplies.
- (2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.
- (3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

~~[(e)](c)~~ Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

~~(d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.~~

~~(e) Amendments to Paper Federal Supply Schedule Price Lists:~~

~~(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:~~

~~(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.~~

~~(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar~~

quarter.

~~(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.~~

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (DEVIATION I – AUG 2011)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, ~~as set forth below.~~ Offerors shall insert in **the price template in eOffer/eMod “Time of Delivery (days ARO)”** column in the schedule of items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, ~~as long as it is less than the “stated” delivery time(s) shown below.~~ If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time. ~~as stated below:~~

Items or Groups of Items (Special Item Numbers or Nomenclature)	Government's Stated Delivery Time (Days ARO)	Contractor's Normal Commercial Delivery Time
* _____ *	* _____ *	-
* _____ *	* _____ *	-
* _____ *	* _____ *	-

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert ~~below,~~ a time (hours/days ARO) that delivery can be made when expedited delivery is requested in **the Formatted Price Template (FPT) in eOffer/eMod.**

ITEM OR GROUP OF ITEMS (SPECIAL Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
-	-
-	-
-	-

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to ~~annotate its price list or by separate attachment~~ identify the items that can be delivered overnight or within 2 days on the price template in eOffer/eMod. ~~Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.~~

~~CI-FSS-002 SUBMISSION OF OFFERS ADDITIONAL INSTRUCTIONS (MAR 1996)~~

~~Offerors are requested to submit a signed original and * * copies of SF-1449 together with all addenda and attachments complete in every respect with the exception of oversized blueprints, drawings, or similar documents attached to the solicitation. Oversized blueprints, drawings, or similar documents are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.~~

F-FSS-202-F DELIVERY PRICES (DEVIATION I – AUG 2011)

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.
- (c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Geographic area(s)/countries/zones which are intended to be covered must be identified in the Formatted Pricelist (FPL) template in eOffer/eMod.

~~Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.~~

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (DEVIATION 1 – AUG 2011)

- (a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:
 - (1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
 - ~~(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause I-FSS-600, Contract Price Lists.~~
 - (3) Performance has been acceptable under the contract.
 - (4) Subcontracting goals have been reviewed and approved.
- (b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.
- (c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the

option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-597 GSA ADVANTAGE![®] (DEVIATION 1 – AUG 2011)

- (a) The Contractor must participate in the GSA *Advantage!*[™] online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.
- (b) ~~The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).~~ **Complete pricing data must be submitted with all offers and modification requests in the Formatted Pricelist (FPL) template(s) in eOffer/eMod. The FPL has predefined fields that must be completed by the contractor. The FPL is transmitted with the offer or modification directly to the Contracting Officer for evaluation. Once awarded, pricing data from the FPL, as well as other price-related terms and conditions captured in the offer or modification, will automatically appear on GSA *Advantage!*[®] as the contractor's authorized Federal Supply Schedule (FSS) Pricelist.**

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I-FSS-600 CONTRACT PRICE LISTS (DEVIATION I – AUG 2011)

- (a) Electronic Contract Data.
- (1) **Complete pricing data must be submitted with all offers and modification requests in the Formatted Pricelist (FPL) template in eOffer/eMod. The contractor is required to provide data for all of the mandatory fields in the FPL. The FPL is transmitted with the offer or modification directly to the Contracting Officer for evaluation. Once awarded, pricing data from the FPL, as well as other price-related terms and conditions captured in the offer or modification, will automatically appear on GSA *Advantage!*[®] as the contractor's authorized Federal Supply Schedule (FSS) Pricelist.**
- (2) The contractor will have a choice to **transmit the pricing data required by the FPL through data form entry screens in eOffer/eMod, file upload, its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC), Comma Separated Values (CSV), or other means as they become available.** ~~use the application made available at the time of award. The Contractor's electronic files must be complete, correct, readable, virus free, and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA *Advantage!*, a menu driven database system that provides on-line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA *Advantage!* for further information.~~
- (3) Further details on EDI, ICs, and GSA *Advantage!*[®] can be found in clause I-FSS-599, Electronic Commerce.
- (4) The contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's **FPL. Federal Supply Schedule price list.** The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site **must include only the prices and price-related information that was accepted/awarded by the Government.** ~~be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included.~~ If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

~~(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.~~

~~(b) Federal Supply Schedule Price Lists:~~

~~(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b):~~

~~(2) The Contractor must prepare a Federal Supply Schedule Price List by either:~~

~~(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or~~

~~(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".~~

~~(3) The cover page of the FPL will Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):~~

~~(i) GENERAL SERVICES ADMINISTRATION~~

~~Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.~~

~~Schedule Title
FSC Group, Part, and Section or Standard Industrial Group (as applicable)
FSC Class(es)/Product code(s) and/or Service Codes (as applicable)
Contract number
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
Contract period
Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)
Contractor's internet address/web site where schedule information can be found (as applicable).
Contract administration source (if different from preceding entry):
Business size:~~

~~(ii) CUSTOMER INFORMATION: The following information will be included in the FPL: should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information:~~

~~1a. Table of awarded Special Item Number(s) (SIN) with SIN descriptions, and awarded price(s):~~

~~1b. Awarded price(s):~~

~~1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a~~

~~unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.~~

- ~~1c. If applicable the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services under the contract. shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.~~
- ~~2. Maximum order.~~
- ~~3. Minimum order.~~
- ~~4. Geographic coverage (delivery area):~~
- ~~5. Point(s) of production (city, county, and State or foreign country):~~
- ~~6. Discount from list prices or statement of net price.~~
- ~~7. Quantity discounts.~~
- ~~8. Prompt payment terms:~~
- ~~9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.~~
- ~~9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.~~
- ~~10. Foreign items (list items by country of origin):~~
- ~~11a. Time of delivery. (Contractor insert number of days.)~~
- ~~11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.~~
- ~~11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.~~
- ~~11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.~~
- ~~12. F.O.B. point(s).~~
- ~~13a. Ordering address(es):~~
- ~~13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.~~
- ~~14. Payment address(es):~~
- ~~15. Warranty provision:~~

- ~~16. Export packing charges, if applicable.~~
- ~~17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).~~
- ~~18. Terms and conditions of rental, maintenance, and repair (if applicable).~~
- ~~19. Terms and conditions of installation (if applicable).~~
- ~~20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).~~
- ~~20a. Terms and conditions for any other services (if applicable).~~
- ~~21. List of service and distribution points (if applicable).~~
- ~~22. List of participating dealers (if applicable).~~
- ~~23. Preventive maintenance (if applicable).~~
- ~~24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).~~
- ~~24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.~~
- ~~25. Data Universal Number System (DUNS) number.~~
- ~~26. Notification regarding registration in Central Contractor Registration (CCR) database.~~
- ~~(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.~~
- ~~(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.~~
- (5) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and on a FSS FPL may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.
- ~~(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**~~

SCP-FSS-001
2011)

GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (ALTERNATE I) (DEVIATION I – AUG

- (a) Read the entire solicitation document prior to preparation of your offer.

- (b) All information provided by the offeror shall be current concise, specific, and complete, and shall demonstrate a thorough understanding of the requirements described in the Statement of Work in Part I. By signing the offer, the offeror attests to the fact that there have been no changes to the text of this solicitation, unless otherwise stated.
- (c) All offers must include the following. Omission of any section or substantial deficiencies within any section will result in rejection of the offer.
- (1) Section I *Administrative/Contract Data*
 - (2) Section II *Technical Proposal*
 - (3) Section III *Price Proposal*
- (d) Offers will be rejected if they do not meet all of the following criteria:
- (1) Submit "Pathway to Success" training certificate.
 - (2) Submit a "Formatted Pricelist" instruction certificate.**
 - ~~(2) Submit a signed Standard Form 1449 (unless submitting an eOffer).~~
 - (3) If a consultant or an agent, other than an employee of the company, is being used during or after award, submit an agent authorization letter.
 - ~~(4) Submit a completed Vendor Response Document (Vendor Information document if submitting an eOffer).~~
 - (5 4)** The offeror currently has an up to date registration in Central Contractor Registry (CCR).
 - (6 5)** The offeror has completed the Online Representations and Certifications Application (ORCA) in its entirety. The information is current, accurate, and complete, and reflects the North American Industrial Classification System (NAICS) code(s) for this solicitation.
 - ~~(7 6)~~ Submit a completed Open Ratings, Inc. (ORI) Past Performance Evaluation and Order Form (references).
 - ~~(8 7)~~ Submit a completed Commercial Sales Practices (CSP) Format.
 - ~~(9 8)~~ Submit a complete Small Business Subcontracting Plan, as applicable.
- (e) *Withdrawal of Offer.* An offeror may withdraw its offer at any time prior to award **by removing it in eOffer.** ~~submitting a written withdrawal request to the GSA Contract Specialist evaluating the offer.~~ If the offer is withdrawn, it can be resubmitted as a new offer at a later date.
- (f) Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>).

SCP-FSS-002 SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS (ALTERNATE I) (DEVIATION I – AUG 2011)

- (a) **Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>).**
- (b) Section I *Administrative/Contract Data*:

- (1) Offeror must submit a copy of the certificate signifying that one of its current employees, who is an authorized negotiator for this offer, has completed the "Pathway to Success" training within the past year. "Pathway to Success" training is available through the Vendor Support Center website at <http://vsc.gsa.gov>. Click on the tab "Vendor Training" to access this free, web based training. The training session is less than two hours total and covers the major factors your organization should consider prior to submitting an offer to GSA.
- ~~(2) Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>).~~
 - ~~(i) It is NOT necessary to submit a signed copy of the SF1449 or other signatures that may be required in the solicitation document because a digital certificate is required to submit an eOffer. Completing an eOffer through the eOffer system will constitute a signature wherever signature is required in this solicitation regardless of whether or not an electronic signature is present on the document requiring a signature. The offer must include the SF1449, the Vendor Information document (fill-in responses to the Vendor Response Document, GSA required attachments, and offeror's "optional" attachments (defined as any other information submitted by the offeror, not already a part of the requirements and instructions defined by the Government)).~~
- (2) If a consultant is being used during or after award, submit an agent authorization letter. See FedBizOpps Document 12 for sample letter.
- ~~(4) Offeror shall provide a complete copy of its current CCR and ORCA which includes applicable NAICS codes for services/products offered.~~
- (3) Offeror shall provide a copy of any cancellation and/or rejection notice(s) your firm has received in the preceding two years from any previous GSA Schedule contracts or proposals.
- (4) Offeror shall provide the contract number(s) and price lists of any other GSA Schedule contract(s).
- (5) Offeror shall identify any pending offers under other GSA Schedules including the name and phone number of the contract specialist evaluating the offer.
- (6) Offeror should not submit clauses Incorporated by Reference (IBR) document (FedBizOpps Document 5), which is the full text of all the clauses incorporated by reference.
- (7) Unless otherwise requested, offerors should not submit brochures, newsletters, or other marketing materials.
- (8) Elaborate artwork, expensive paper and bindings, and visual or other presentation aids are discouraged.
- (9) Provide a copy of offeror's most current, complete, audited (if available) two years of financial statements (at a minimum, balance sheets and income statements). GSA uses balance sheet and income statement information to determine financial responsibility. NOTE: Do NOT submit tax returns. Provide an explanation for any negative financial information disclosed, including negative equity or income. You may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available.
- (10) Small Business Subcontracting Plan, if applicable The offeror shall prepare and submit a Small Business Subcontracting Plan if, pursuant to the applicable NAICS codes and size standards, it is determined to be other than a small business concern for purposes of this solicitation. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your proposal. Large businesses, nonprofit organizations and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan (see Clause 552.219-72, incorporated by reference). The Government will review each plan to assure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiations along with the terms and conditions of any contract resulting from this solicitation. The offeror's

subcontracting plan must be approved by the Contracting Officer prior to award. A sample outline that may be used in preparing a subcontracting plan is included as FedBizOpps Document 7 (ref. FAR 19.702).

GSA's subcontracting goals for Fiscal Year 2011 are:	
Category of Small Business	Goal % of Total Subcontracting Dollars
Small Business (total of all types)	30%
HUBZone	3%
Small Disadvantaged	5%
Women Owned	5%
Veteran Owned	3%
Service Disabled Veteran Owned	3%

(bc) Section II *Technical Proposal*: The technical proposal is comprised of four factors Factor One (Corporate Experience), Factor Two (Relevant Project Experience), Factor Three (Past Performance) and Factor Four (Quality Control). All offers shall address these factors as instructed below. If the offeror is proposing multiple Special Item Numbers (SINs), they shall clearly identify each SIN with the corresponding technical information. Please provide a narrative for each of the following sections to demonstrate your company's capabilities in satisfying ALL underlying requirements listed below.

- (1) Factor One Corporate Experience: Submit a two page (maximum) narrative describing the company's corporate experience in all services provided under this Schedule, regardless of the number of SINs being offered. Your company must have provided the type of professional services under this schedule to either a Government or Commercial entity for a minimum of two years. At a minimum, your narrative must include the following:
 - (i) Organization's number of years of corporate experience in the services described in Part I of this solicitation.
 - (ii) Organization's size, experience in the field, and resources available to enable the offeror to fulfill requirements.
 - (iii) Brief history of the organization's activities contributing to the development of expertise and capabilities related to this requirement.
 - (iv) Information that demonstrates the offeror's organizational and accounting controls and manpower presently in house or the ability to acquire the type and kinds of personnel proposed.
 - (v) Describe/identify how you intend to market services to federal clients.
 - (vi) Discuss the use of subcontractors. If applicable, a letter of commitment is required to cover the term of the contract.
- (2) Factor Two *Relevant Project Experience*:
 - (i) For each service SIN offered, the offeror must provide descriptions of two (2) projects. Each description must state the SIN to which it applies, and identify the specific services being proposed for that SIN.

- (ii) The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multiyear task orders, at a minimum, the first year must have been completed.
 - (iii) The offeror must demonstrate that the tasks performed are of a similar complexity to the work solicited under each SIN. The offeror may provide the same project for more than one SIN as long as the description identifies which specific work relates to each SIN. All examples of completed services must have been found to be acceptable by the client. Project descriptions shall not exceed four (4) pages per project.
 - (iv) Each project description shall include the following customer reference information:
 - (A) Customer/Client Name
 - (B) Project Name/Contract Number
 - (C) Customer Point of Contact for Project
 - (D) POC's phone number and email
 - (E) Project performance period (include months/years)
 - (F) Dollar value of the entire project
 - (G) Dollar value received for the work performed relevant to the SIN offered
 - (H) Brief summary of the project as a whole (background, purpose, etc.)
 - (I) A copy of the Statement of Work for the project; this does not count against the limitation of four pages per project.
 - (v) As applicable, each project description shall include a narrative account of the work performed that addresses the following elements:
 - (A) Detailed description of SIN relevant work performed and results achieved
 - (B) Methodology, tools, and/or processes utilized in performing the work
 - (C) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
 - (D) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
 - (E) How the work performed is similar in scope and complexity to that described in the Statement of Work (Part I of this solicitation)
 - (F) Demonstration of specific experience and/or special qualifications detailed in the Statement of Work (Part I of this solicitation)
 - (vi) Substitution For Relevant Project Experience: If project experience does not exist, the offeror may substitute relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services, and include all elements of (b)(2)(v) of this provision.
- (3) Factor Three *Past Performance*: The offeror shall order and obtain a Past Performance Evaluation from Open Ratings, Inc. (ORI). See FedBizOpps Document 6. Offerors are responsible for payment to ORI for the Past Performance Evaluation.
- (i) Past Performance Evaluations are valid for a period of one year from date of issuance by ORI. The submission of an evaluation issued more than one year prior to the date of proposal submission will result in rejection of the proposal.

- (ii) The offeror shall submit one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (including information on up to 20 customer references) with its proposal. Failure to submit the order form and the completed evaluation with the offer will result in rejection of the proposal. A "customer reference" is defined as a person or company that has purchased services from your firm.
 - (iii) Offeror is advised to use references from projects involving services related to this solicitation and/or those performed under the appropriate NAICS code(s) related to services offered. If these references were not provided to ORI, please explain why.
 - (iv) The offeror shall address any negative feedback contained in the ORI report. Explain what actions your firm has taken to minimize the problems that resulted in negative feedback.
- (4) Factor Four *Quality Control*: Submit one narrative regardless of the number of SINs offered, not to exceed two (2) pages, addressing each of the following items to demonstrate your firm's capabilities in satisfying ALL underlying requirements listed below.
- (i) Describe the internal review procedures which facilitate high quality standards in the organization.
 - (ii) Identify the individuals who will directly supervise or review projects specifically regarding quality control.
 - (iii) State whether or not subcontractors are used and, if subcontractors are used, describe the quality control measures the offeror uses to ensure acceptable subcontractor performance.
 - (iv) Describe how your firm handles potential problem areas and solutions.
 - (v) Describe the procedures for insuring quality performance while meeting urgent requirements.
 - (vi) Identify the strategies your firm will implement to manage and complete multiple projects for multiple agencies simultaneously.

(e) Section III *Price Proposal*:

- (1) GSA's pricing goal: Obtain equal to or better than the Most Favored Customer (MFC) pricing with the same or similar terms and conditions. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers." GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. If the MFC is a Federal agency, but sales exist to commercial clients, identify which, if any, of the commercial clients obtain the best price. This will allow the Government to establish a "basis for award" customer in accordance with the Price Reductions Clause 552.238-75, paragraph (a). The prices submitted represent fully burdened rates inclusive of all cost factors (e.g., direct labor, in direct labor, G&A, profit, and IFF).
- (2) The offeror shall propose a pricing structure consistent with its commercial practices and provide supporting documentation (See paragraph (12) below). **All proposed pricing shall be submitted using the Formatted Pricelist (FPL) template in eOffer. The offer will not be allowed to be submitted until the FPL is complete with all required information. Pricing shall be based on either a catalog price or market price as defined in FAR 2.101. Basis for proposed pricing shall be discussed in the offeror's narrative in the price proposal.** ~~Pricing shall be submitted and clearly identified as being based either on a "Commercial Price List" or on "Commercial Market Price," as defined in FAR 2.101 ("Catalog Price" and "Market Prices" under the definition of "Commercial Item"). Submit an electronic copy of the proposed pricing.~~

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- ~~(i) As part of the Price Proposal: Offeror shall outline all services being proposed. At a minimum, the offeror should provide the following information:~~

- ~~_____ (A) SIN(s) proposed~~
- ~~_____ (B) Service/Product proposed~~
- ~~_____ (C) MFC/Best commercial customer~~
- ~~_____ (D) MFC/Best commercial customer price~~
- ~~_____ (E) Discount % offered to MFC/Best commercial customer~~
- ~~_____ (F) Discount % offered to GSA~~
- ~~_____ (G) Prices offered to GSA (excluding IFF)~~
- ~~_____ (H) Prices offered to GSA (including IFF)~~

(3) When training courses are offered, the **FPL or pricing narrative** will include the following information:

- (i) (A) Title and brief description of the course, including major course objectives
- (B) Length of course (number of hours/days)
- (C) Minimum/Maximum number of participants
- ~~_____ (D) Price for additional students above minimum (if applicable)~~
- (D) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)
- ~~_____ (F) Commercial price of course ("N/A" if offering market based prices)~~
- ~~_____ (G) Discount % offered to GSA ("N/A" if offering market based prices)~~
- ~~_____ (H) Price of course offered to GSA (excluding IFF)~~
- ~~_____ (I) Price of course offered to GSA (including IFF)~~

~~(ii) Note: These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on GSA Advantage.TM. Submit an electronic copy of the description of each course offered.~~

- (4) The offeror may propose separate rates for "domestic" and "overseas" services based on the application of variations in their indirect costs, depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which are considered "domestic" rates and which are considered "overseas" rates **in the applicable field in the FPL.**
- (5) The offeror may propose separate rates for "customer facility" and "contractor facility" (also known as "offsite/onsite"), based on the application of variations in its indirect costs depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which is for work at the "customer facility" (i.e., the ordering activity/agency) and which is for work at the "contractor facility" in the applicable field in the FPL.
- ~~(6) Offeror is required to include a 0.75% Industrial Funding Fee (IFF) in the prices submitted with their offer (See contract clause 552.23874, Industrial Funding Fee and Sales Reporting). The fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.~~
- ~~_____ (7) (i) When pricing is based on a Commercial Price List (CPL), submit two copies of the~~
- (6) Pricing based on the CPL are subject to the Economic Price Adjustment Clause at 552.21670. Pricing based on Commercial Market Prices are subject to the Economic Price Adjustment Clause, I-FSS-969. If offering market pricing in accordance with Clause I-FSS-969, the offeror must propose a fixed rate of escalation or identify an economic indicator such as the Bureau of Labor Statistics Employment Cost Index.

~~—OR~~

~~(ii)~~

- (8) For each proposed labor category, the offeror shall provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the firm's standard commercial practice to substitute experience for education, explain the methodology in the pricing proposal narrative ~~use~~ (e.g., five years experience equates to a BA/BS degree). These descriptions **will be part of the FPL and will** be posted on *GSAAdvantage!*[®]. Submit an electronic copy of the labor category descriptions and minimum education and minimum experience requirements for each labor category.
- (9) Travel will be handled in accordance with clause C-FSS-370. Costs for transportation, lodging, meals and incidental expenses incurred by the contractor are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. They should not be included in the offered prices and will be considered at the task order level.
- (10) The Commercial Sales Practices Format (CSP) must be completed in accordance with the Commercial Sales Practices Instructions, demonstrating comparative pricing with your best customer(s). A general explanation of the circumstances and frequency of deviations from your standard commercial practices is required [see Clause 552.212-70, Preparation of Offer (Multiple Awards Schedule)]. Provide a rationale for the estimated GSA contract annual sales (CSP).
- (11) The offeror shall include a detailed narrative containing sufficient information for each of the services offered to enable the Contracting Officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the firm's designated Most Favored Customer, the narrative must fully explain the offeror's rationale for proposing such a rate as well as demonstrate why the GSA price is still fair and reasonable. Any deviation from an offeror's commercial sales practices must be explained, including the circumstances surrounding and frequency of the deviations.
- (12) The offeror must provide supporting pricing documentation for EACH proposed service/product (e.g. each labor category, percentage based fee, etc.). Supporting pricing documentation may consist of copies of invoices, contracts, quote sheets, etc. and MUST be included in the Offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be labeled with the name of the corresponding proposed labor category, service, etc.
- (13) If offering professional services (as defined by 29 CFR 541), **the** offeror MUST submit a Professional Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with Clause 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee handbook is sufficient.
- (14) If offering professional or technical services, submit a copy of the offeror's policy that addresses uncompensated overtime in accordance with Clause 52.237-10 Identification of Uncompensated Overtime.
- (15) Repair and Alterations (R&A): Applicable to the solicitation * _____ *: Information for offering R&A is located in PART I. Clauses specific to R&A are located in a separate FedBizOpps document.
- (16) Service Contract Act: Applicable to this-solicitation (Service Contract Act 52.222-41, and related clauses 52.222-42, 52.222-43, and 52.222-49)
 - (i) The Service Contract Act (SCA) applies to all nonprofessional services to be provided under this schedule except for any pricing offered for service outside of the United States. The SINs to which the SCA applies are identified elsewhere in the solicitation. The SCA index of applicable wage determinations for this solicitation and resultant contract are shown in FedBizOpps document "SCA Index of Wage Determinations." The full text version of each wage determination can be viewed at www.wdol.gov. Some of the proposed labor categories may be subject to the SCA (usually

nonprofessional categories). As such, it is important that the offeror verifies that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCA wage determination rates and fringe benefits for the areas where the offeror expects to perform the majority of work under the contract.

- (ii) A contract must meet only the base rate and fringe benefit rate requirements in the SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Contract. The WD Revision Number in the GSA contract takes precedence over any WD Revision Number an agency incorporates into an RFQ at the Task Order Level. Contractor cannot increase its GSA contract prices at the Task Order Level as a result of accepting a WD Revision Number at the Task Order Level that differs from the WD Revision Number currently incorporated to the Contractor's GSA contract.
- (iii) Identify the SCA wage determination(s), including determination number, revision date, state and counties that were used to determine that the rates offered are in compliance. The revision numbers of the wage determinations listed in the solicitation index of wage determinations should be used in the comparisons.

See the sample below for how labor categories subject to the SCA are to be submitted as part of the GSA proposal. Labor category titles and rates are shown for example purposes only.

Labor categories	Hourly Rate
Principal	\$100.00
Engineer	\$80.00
Secretary**	\$20.00
Scientist	\$80.00
Driver**	\$25.00
Engineering Technician**	\$26.00
Administrative Assistant**	\$18.00
**Indicates SCA eligible categories. See the SCA Matrix following the price list for additional information regarding these labor categories.	

- (iv) The following paragraph is meant to be instructive and NOT to be copied as part of the proposed GSA price list.

For all the identified SCA eligible labor categories, map the SCA equivalent labor category title (titles/descriptions available at <http://www.wdol.gov>. Click on the "library" link, then download the SCA Directory of Occupations, 5th Edition). Also identify the WD# that the labor categories in your offer are predicated on. Note that the applicable revision number for any Wage Determination number is the revision number identified in the solicitation index of wage determinations.

- (v) Utilize the following spreadsheet format (labor categories shown are for example purposes):

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

- (vi) Insert the following language below the above SCA matrix and insert both (matrix and language) at the end of the proposed GSA price list.

"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly."

- (vii) (A) There are three methods for determining price adjustments of Service Contract Act (SCA) eligible labor categories ONLY. The offeror will be required to select one method for the life of the contract.
- (1) Method 1: Price Adjustment for the base contract period and all options exercised shall be in accordance with clause 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). When a modification is issued to all contract holders incorporating a revised index of wage determinations, contractors shall notify the Contracting Officer of any increase/decrease claimed under clause 52.222-43 within 30 calendar days after receipt of the modification.
 - (2) Method 2: An escalation method is negotiated prior to award in accordance with the clause I-FSS-969, Economic Price Adjustment FSS Multiple Award Schedule, utilizing any of the methods available in the solicitation under that clause.
 - (3) Method 3: When the offered prices are based upon a commercial price list, then only revisions in the commercial price list will enable the contractor to revise prices. They will only be allowed increases in accordance with clause 552.216-70, Economic Price Adjustment FSS Multiple Award Schedule Contracts.

~~(B) Regardless of the method used, contractor must ensure that within 30 calendar days after the effective date of any modification to revise pricing based on changes in the applicable wage determination(s), the electronic catalog is updated on GSA AdvantageTM.~~

- (vii) Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations.
- (ix) Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards,

paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum monetary wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract."

SCP-FSS-003 GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (ALTERNATE II) (DEVIATION I – AUG 2011)

- (a) Read the entire solicitation document prior to preparation of the offer.
- (b) All information provided by the offeror shall be current, concise, and complete. It shall demonstrate a thorough understanding of the requirements of this solicitation. By signing and dating the offer, the offeror attests that there have been no changes to the text of this solicitation, unless otherwise stated.
- (c) (1) All offers shall include the following Evaluation Factors. Omission of any section or substantial deficiencies within any Factor may result in rejection of the offer.
- (i) FACTOR 1. Financial Responsibility Determination
 - (ii) FACTOR 2. Corporate Experience
 - (iii) FACTOR 3. Past Performance
 - (iv) FACTOR 4. Project Experience for SIN 132-51 and SIN 132-60f only (IT and IAM Professional Services only)
 - (v) FACTOR 5: Project Experience for SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity and SIN 132-55, COMSATCOM Subscription Services
 - (vi) FACTOR 6: Information Assurance Minimum Security Controls Compliance for SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity and SIN 132-55, COMSATCOM Subscription Services only.
 - (vii) FACTOR 7. Price Proposal
- (2) The evaluation factors will be used to evaluate the merit or excellence of the proposed factors, the work to be performed, service to be provided and for fair and reasonable pricing. Award will be made on a SIN by SIN basis. A rating of unacceptable under any Evaluation Factor may result in an "unacceptable" rating for that SIN and that SIN will be rejected. Offerors determined unacceptable for all proposed SINs will be rejected.
- (d) Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>).
- (e) The attached Commercial Sales Practices Format (CSP-I) shall be completed in accordance with the Commercial Sales Practices Instructions, demonstrating comparative pricing with your best customer(s). A general explanation of the circumstances and frequency of deviations from your standard commercial practices is required [see Clause 552.212-70, Preparation of Offer (Multiple Awards Schedule)]. A separate CSP-1 shall be completed for each pricing structure proposed. Provide a rationale for the estimated GSA contract annual sales.
- (f) Offers will be rejected if they do not meet all of the following criteria:
- (1) Submit "Pathway to Success" training certificate.
 - (2) Submit a "Formatted Pricelist" instruction certificate.**
 - ~~(2) Submit a signed and dated Standard Form 1449.~~
 - ~~(3) Submit a completed Vendor Response Document.~~

- (4) The offeror currently has an up-dated registration in Central Contractor Registry (CCR).
 - (5) The offeror has completed the Online Representations and Certifications Application (ORCA) in its entirety. The information is current, accurate, and complete, and reflects the North American Industrial Classification System (NAICS) code(s) for this solicitation.
 - (6) Submit a completed Open Ratings, Inc. (ORI) Past Performance Evaluation and Order Form (references).
 - (7) Submit a completed Commercial Sales Practices (CSP-1) Format.
 - (8) Submit a complete Small Business Subcontracting Plan (For Large Businesses).
 - (9) Submit Labor Category Matrix (For Professional Services only) (See Sample Attachment).
 - ~~(10) Submit a proposed Authorized Information Technology Schedule Pricelist General Purpose Commercial Information Technology, Equipment, Software and Services. Guidance for developing the pricelist is attached to the solicitation.~~
 - (11) If other than the manufacturer, submit a Letter of Supply
 - (12) Submit a Dealer / Reseller Spreadsheet (For supplies only) (See Sample Attachment)
 - (13) Submit course names, brief description, length of course, type of training, location (on or off customer site) and any other pertinent details to the training offered (For SIN 132-50 only)
 - (14) If other than the manufacturer, submit proof of authorization to provide training course(s) for manufacturer's software and/or hardware products (For SIN 132-50 only)
- (g) (1) Pursuant to FAR 15.404 – Price Evaluation – The offeror shall propose a pricing structure consistent with its commercial practices and provide supporting documentation. **All proposed pricing shall be submitted using the Formatted Pricelist (FPL) template in eOffer. The offer will not be allowed to be submitted until the FPL is complete with all required information. Pricing shall be based on either a catalog price or market price as defined in FAR 2.101. Basis for proposed pricing shall be discussed in the offeror's narrative in the price proposal.**
- (2) The offeror shall provide supporting pricing documentation for EACH proposed service and supply/product (e.g. each labor category, percentage based fee, etc.). Supporting pricing documentation may consist of copies of invoices, contracts, quote sheets, etc. and shall be included in the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be labeled with the name of the corresponding proposed labor category, service, etc.
- (h) If offering professional services (as defined by 29 CFR 541) (SINs 132–51and/or 132–60f) –
- (1) Offeror shall submit a Professional Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with Clause 52.222–46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee handbook is sufficient.
 - (2) The offeror shall include a detailed narrative containing sufficient information for each of the services offered to enable the Contracting Officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the firm's designated Most Favored Customer, the narrative must fully explain the offeror's rationale for proposing such a rate as well as demonstrate why the GSA price is still fair and reasonable. Any deviation from an offeror's commercial sales practices shall be explained, including the circumstances surrounding and frequency of the deviations.

- (a) The Government will consider award for a responsible Offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.
- (1) Section I Administrative/Contract Data: Section I Administrative/Contract Data will be evaluated for its successful completion of all requirements outlined in the Instructions to Offerors in Part II of the Solicitation Document. The firm must be determined financially responsible based on the financial information provided.
- (2) Section II Technical Proposal:
- (i) Section II Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable (Go/No Go) based on the four technical evaluation factors described in the Specific Proposal Submission Instructions to Offerors in the Cover Page of the Solicitation document. Award will be made on a SIN-by-SIN basis. A rating of "unacceptable" under any evaluation factor will result in an "unacceptable" rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.
- (ii) Factor One – *Corporate Experience*: Failure to provide the information as described in the Specific Proposal Submission Instructions for Factor One will result in an "unacceptable" rating for that SIN. The Offeror shall have demonstrated that the firm can successfully perform, administer and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. They must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.
- (iii) Factor Two – *Relevant Project Experience*: The Offeror must submit the information described in Factor Two of the Specific Proposal Submission Instructions located on the Cover Page of the solicitation, and must also demonstrate the successful completion of orders which are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.
- (iv) Factor Three – *Past Performance*: Failure to provide information as described in Factor Three of the Specific Proposal Submission Instructions may result in an "unacceptable" rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the Contracting Officer in determining the past performance rating of the Offeror. The Government reserves the right to consider any other pertinent information which comes to the attention of the Government regarding the Offeror's past performance. The Government will consider the Offeror's performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those Offerors demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.
- (v) Factor Four – *Quality Control Plan*: Failure to provide the required information as described in Factor Four of the Specific Proposal Submission Instructions to Offerors may result in an "unacceptable" rating for the Technical Proposal.
- (vi) Offerors are on notice that proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.
- (3) Section III Price Proposal:
- (i) Section III Price Proposal will be evaluated for its successful completion of all requirements outlined in the Specific Proposal Submission Instructions in the Cover Page of the solicitation document. In order for the Section III Pricing proposal to be rated acceptable, the Contracting Officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in the Proposal Submission Special Instructions. **All proposed pricing must be submitted in a Formatted Pricelist (FPL) template in eOffer.**

- (ii) The proposed pricing must be advantageous to the Government. ~~and inclusive of the Industrial Funding Fee (IFF)~~. If the rates offered are not "equal to or lower than" the MFC, an acceptable justification must be provided.

Note: The Government reserves the right to award without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.

CP-FSS-19 PRICING (DEVIATION I – AUG 2011)

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice. **Proposed pricing for different countries must be clearly identified in the Formatted Pricelist (FPL) template.**