

**SCP-FSS-001-S INSTRUCTIONS APPLICABLE TO SUCCESSFUL
FSS PROGRAM CONTRACTORS (MAR 2016) (ALTERNATE I –
JUN 2016)**

(a) Offers can be submitted per the streamlined instructions detailed under this provision provided that the contractor meets ALL of the following criteria (otherwise the offer must be submitted in accordance with SCP-FSS-001-N Instructions Applicable to New Offerors):

- (1) The contractor has an existing FSS program contract under this Schedule and is submitting a new offer for the same SINS.
- (2) Sales under the existing contract have averaged a minimum of \$25,000 per year for the previous five years of reported sales.
- (3) There is a demonstrated pattern of satisfactory past performance under the existing contract.

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

(c) Electronic submission of offers via GSA's eOffer web-based application (<http://eOffer.gsa.gov>) is mandatory.

(d) Offers must be current, concise, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer, the offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless otherwise explicitly identified as required in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module).

(e) By submission of an offer, the offeror attests that it understands and agrees to comply with the requirements of clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

(f) In addition to full compliance with the requirements of this provision (SCP-FSS-001-S), the offeror must also comply with the following provisions, as applicable. Failure to comply with an applicable provision will result in rejection of the offer.

(1) SCP-FSS-002 *Specific Proposal Instructions for Services* – Applies to all offers that propose services, with the exception of offers submitted under Schedule 70. The offeror must comply with all requirements under this provision with the exception of (d)(2) Section II - Technical Proposal (Factor Four - Relevant Project Experience), which is not applicable to streamlined offers.

(2) SCP-FSS-003 *Specific Proposal Instructions for Products* – Applies to all offers that propose products, with the exception of offers submitted under Schedule 70. The offeror must comply with all requirements under this provision.

(3) SCP-FSS-004 *Specific Proposal Instructions for Schedule 70* – Applies only to offers submitted under Schedule 70 - General Purpose Commercial Information Technology Equipment, Software, and Services. The offeror must comply with all requirements under this provision with the exception of (d) Section II - Technical Proposal (Factor Four - Relevant Project Experience), which is not applicable to streamlined offers.

(4) SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751* – Applies only to offers submitted under Schedule 751 - Leasing of Automobiles and Light Trucks. The offeror must comply with all requirements under this provision.

(5) SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V* – Applies only to offers submitted under Schedule 23V - Automotive Superstore. The offeror must comply with all requirements under this provision.

Offerors proposing both products and services must comply with the streamlined requirements of SCP-FSS-002 and SCP-FSS-003, as detailed above. Offers submitted under Schedule 70 are required to comply with the streamlined requirements of SCP-FSS-004 only, regardless of whether products and/or services are offered.

(g) The following documentation requirements are completed directly through the eOffer application:

- (1) Active System for Award Management (SAM) registration verification,
- (2) Small Business Subcontracting Plan (if applicable),
- (3) Commercial Sales Practices Format (CSP-1) disclosure,
- (4) Technical Proposal,
- (5) Price Proposal (applicable to products only).

The offeror must complete and upload the following documents to the eOffer application:

- (1) Previous FSS cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts,
- (2) Agent Authorization Letter (if applicable),
- (3) Price Proposal Template for Services (applicable to services only),
- (4) Price Proposal Text File Template for Services (applicable to services only),
- (5) Supporting Pricing Documentation,
- (6) Price Narrative,
- (7) Commercial Price List or Market Rate Sheet (if applicable).

(h) **Withdrawal of Offer:** The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(i) The streamlined proposal instructions in SCP-FSS-001-S are common to all solicitations. Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments "Read Me First" and/or "Critical Information" for specific Schedule or SIN requirements.

(j) All offerors must comply with the following:

(1) Section I – Administrative/Contract Data

(i.) The offeror must be registered with the System for Award Management (SAM) at <http://www.sam.gov>. The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the SINs proposed. SAM consolidates the information previously contained in the Central Contractor Registration (CCR), Excluded Parties List System (EPLS), and Online Representations and Certifications Application (ORCA) databases.

(ii.) The offeror must upload the following documentation to eOffer, as applicable:

- (A) A copy of any cancellation letters received within the preceding two-year period for previously awarded Schedule contracts,
- (B) A copy of any rejection notices received within the preceding two-year period for previously submitted Schedule offers,
- (C) Information regarding any pending offers under other Schedules, to include the name and phone number of the assigned GSA contract specialist,
- (D) Information regarding any currently awarded GSA Schedule contracts, to include the awarded contract number and price list.

(iii.) The offeror must prepare and submit a Small Business Subcontracting Plan, if applicable. The offeror is to complete the Small Business Subcontracting Plan module in eOffer if, pursuant to the applicable NAICS codes and size standards, the offeror is determined to be other than a small business concern for purposes of this solicitation.

Large businesses, nonprofit organizations, and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan as detailed in clause 552.219-72 *Preparation, Submission, and Negotiation of Subcontracting Plans*, incorporated by reference. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, 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. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

Note: GSA's subcontracting goals can be found at the following website:
<https://www.sba.gov/contracting/contracting-officials/goaling>.

(iv.) Unless otherwise requested, the offeror shall not submit brochures, newsletters, or other marketing materials.

(v.) An Agent Authorization Letter must be uploaded to eOffer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (*e.g.*, removing an authorized negotiator that only has pre-award delegations).

(2) Section II – Technical Proposal

The two technical proposal factors are below. The offeror is required to address Quality Control. The submission of data in support of Past Performance is optional.

(i.) Quality Control: The offeror must utilize the module in eOffer to provide a narrative that addresses quality control. This narrative cannot exceed two (2) pages (10,000 characters) and must address the following:

(A) A description of internal review procedures that facilitate high-quality standards,

(B) Identification of individuals responsible for ensuring quality control,

(C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,

(D) How potential problem areas and solutions are handled,

(E) The procedures for ensuring quality performance when meeting urgent requirements,

(F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

(ii.) Past Performance: The offeror is not required to address this factor, as past performance will be evaluated based on existing information available to the contracting officer. The offeror may submit relevant past performance references if desired but is not required to. If submitting relevant past performance references please include point of contact information for each.

(3) Section III - Price Proposal

(i.) GSA's pricing goal is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and

concessions offered to commercial customers. However, offers that propose MFC pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted. 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."

(A) *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), that 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.

(B) *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) that 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.

(ii.) For PRODUCTS, the offeror must utilize the template in eOffer to submit proposed pricing. For SERVICES, the offeror must utilize the "Price Proposal Template for Services" and the "Price Proposal Text File Template for Services" to prepare its pricing proposal, and *both* completed templates must be uploaded to eOffer (these templates are provided as an attachment to all solicitations that include services). The proposed pricing structure for products and/or services must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the contractor's best price.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-74 *Industrial Funding Fee and Sales Reporting*). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

(iii.) The offeror must upload to eOffer supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly available commercial catalogs/price lists, copies of invoices, contracts, quote sheets, etc., and must be submitted with 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 clearly labeled with the name of the corresponding proposed product/service.

(iv.) The offeror must upload to eOffer a detailed price narrative containing sufficient information for each of the products/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 offeror's designated Most Favored Customer, the narrative must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. Any deviation from the offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations.

The offeror's price narrative must also propose a mechanism for future price adjustments, as detailed below:

(A) If proposed pricing is based on a commercial price list, submit a copy of the company's current, dated price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this

solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 *Economic Price Adjustment – Multiple Award Schedule Contracts*.

OR

(B) If proposed pricing is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 *Economic Price Adjustment – FSS Multiple Award Schedule*. The offeror must either propose a fixed annual escalation rate or identify a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index).

(v.) Travel will be handled in accordance with clause C-FSS-370 *Contractor Tasks/Special Requirements*. Costs for transportation, lodging, meals and incidental expenses are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. These costs should not be included in proposed prices, as they are to be coordinated at the order level.

(vi.) Complete the Commercial Sales Practices Format (CSP-1) utilizing the module in eOffer. Provide a rationale for the given estimate of GSA contract annual sales.

(k) Raising the Bar

In an effort to raise standards under the FSS program, the following requirements have been highlighted in all solicitations and are relevant to this Schedule, as applicable:

(1) AbilityOne Program Products

The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission.

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, the offeror is required to remove any ETS items from its FSS proposal. This applies only to the following Schedules: 73 - Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services; 75 - Office Products/Supplies and Services and New Products/Technology; 51V -Hardware Superstore; and 70 - General Purpose Commercial Information Technology Equipment, Software, and Services.

For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov, or contact Mr. Eric Beale at ebeale@abilityone.gov/(703) 603-2119.

(2) Manufacturer Part Number and Universal Product Code Data

Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the associated product may not be awarded.

(3) Frustrated Freight (applicable only to overseas delivery)

The offeror must maintain an order tracking system that permits ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The offeror must also demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offer does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

(4) Full-Product and Broad-Service Offerings

The offeror must provide a full and broad array of proposed products/services. Offers will not be accepted with limited product/service offerings unless it represents a total solution for the proposed SINS.

(5) Fair and Reasonable Pricing

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers that propose MFC pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.