

MAS 75 Re-Opening RFI: Questions and Responses

Question

Will current MAS 75 contracts be renewed with a satisfactory end of term review, or will we be required to submit a new offer? [REDACTED]

Dear Sir/Madam, [REDACTED] would like to submit a bid re the re-opening of MAS-Schedule 75. Please direct us to the appropriate document/person/electronic link. Thank you.

Will a vendor be allowed to hold both 75-200 and the new 75-XXX SIN at the same time?

We recently saw the new RFI that was released for the Schedule 75/OS3. Will this opportunity be open to large businesses and if so, how many large businesses awards will be made?

I saw the RFI for Schedule 75, and would like to know what [REDACTED] needs to do to receive a copy of the RFQ when it is released. Please let us know.

I see that questions for the RFI need to be sent back by Jan 17, but when will the RFQ/RFP for Schedule 75 be released? [REDACTED]

1. While I have not read this in detail, I did not notice any type of official response that GSA was looking for in terms of an expression of interest. Did I just not read this thoroughly enough? I did notice a deadline of January 17th for questions however.

2. I am a PTAC counselor and also a member of the Association of Procurement Technical Assistance Centers. www.aptac-us.org. Our next biannual meeting is scheduled for April 10th – 13th in San Diego. This may be a topic of interest for that meeting. If someone representing Schedule 75 is interested in making a presentation, the following paragraph is from a recent APTAC email to me: Spring 2017 Call for Presentations still open: APTAC continues to accept proposals from speakers and presenters who can deliver the latest news as well as strategies for success in today's Government contracting arena through general session and break-out sessions at our Spring Training event. Please forward our Call for Presentations ([click here](#)) to any experts whom you believe can provide practical tips, techniques and resources that will assist PTAC counselors in guiding their clients to a heightened understanding of today's Government acquisition requirements - or consider submitting a session yourself!

I am a small business owner that supplied office supplies and furniture as a large part of my offering. I have looked in the past to getting these products on GSA, but have been turned away because of a locked contract. I have the ability to ship international, as well as here in the US. My shipments are very quick and we have been doing this for 10 years now. I am registered with the GSA Interact and have also joined the GSA Schedule 75 Community Group. If you have any other information, I would be extremely grateful at an opportunity to work with GSA on this contract.

The office furniture industry is under increasing pressure to price their product competitively. In order to meet that need they are more frequently producing their products in TAA non-compliant countries. The communication of a particular products point of origin is communicated immediately from the manufacturer to the vendor and corrections are made to their 71 schedule contracts. This is not the case with the schedule 75 vendors who are using the wholesalers as a source of supply. The wholesalers issue updates to their price file quarterly. Theoretically the vendor should be able to update their offer on GSA Advantage at that same rate but more often they will perform only one or two updates/modifications in a 12 month period. This coupled with the time that it takes for the communication to come from the manufacture and the time it takes the wholesaler to add this TAA non-compliant point of origin to their price file can be as long as 18 months, during which purchasing is being executed by an unsuspecting purchase card holder who is trusting that what is offered on GSA Advantage is 100% compliant.

GSA Response

As long as a contractor is successfully performing with adequate sales, GSA will advise the contractor of its intention to exercise the option period in accordance with the contractual terms and conditions. When MAS 75 re-opens, if you are interested in having a contract under the new enhanced SINs (SIN 75 220 and 75 280), you will have to submit a new offer for evaluation. If you are interested in pursuing a MAS 75 contract for SINs 75 220 or 75 280 before your final option period has expired, to ensure continuous contract coverage, you will need to submit a new offer to GSA for the new enhanced SINs (75 220 or 280). GSA has decided to also re-open the legacy SINs (75 200, 75 210, and 75 85) and companies may submit offers for those SINs. Please note that contractors CANNOT have a contract under SIN 75 200 and the new enhanced SINs 75 220 and 75 280 simultaneously for new orders. GSA will find a solution for BPA customers under legacy SINs for contractors awarded enhanced SINs that have BPAs under legacy SINs.

The refreshed MAS 75 solicitation which will include the enhanced SINs 75 220 and 75 280 and legacy SINs will be posted on <https://www.fbo.gov/> and GSA eLibrary. A GSA Interact posting will also be sent out when the new MAS 75 solicitation is issued.

No. Upon contract award of SIN 75 220 or 75 280 if a vendor already has SIN 75 200, that SIN will be cancelled. As both SINs have the same scope, if a vendor wants a contract under 75 220 or 75 280, they should submit an offer for SIN 75 220 or 75 280 for all the products they currently have under SIN 75 200. GSA will find a solution for BPA customers under legacy SINs for contractors awarded enhanced SINs that have BPAs under legacy SINs.

The new enhanced SINs (75 220 and 75 280) and legacy SINs (75 200, 75 210, and 75 85) will be open to all business types and sizes. There will be no restriction on the number of contracts awarded. Customer agencies will be encouraged to consider set asides at the BPA, delivery order or task order level.

It is expected that Schedule 75 will reopen in first quarter of FY 18. Please subscribe to the GSA Schedule 75 Community Group to receive updates on the reopening of Schedule 75. Subscribe at interact.gsa.gov. When a solicitation is released, it will be posted on FBO.gov.

It is expected that Schedule 75 will reopen in first quarter of FY18. Please subscribe to the GSA Schedule 75 Community Group (<https://interact.gsa.gov/blog/update-reopening-mas-75>) to receive updates on the reopening of Schedule 75. Subscribe at <https://interact.gsa.gov/>. When a solicitation is released, it will be posted on <https://www.fbo.gov/>.

GSA is not looking for an expression of interest or soliciting or accepting proposals or offers of any kind as a response to this RFI. The purpose of the RFI is to gather feedback from industry and other relevant stakeholders on the proposed plans for reopening MAS 75. In addition, please subscribe to the GSA Schedule 75 Community Group on GSA interact to receive feedback and updates on the re-opening of MAS 75.

We are sorry we missed this meeting. Please let us know about future meetings and we will try to participate.

We do not understand what you mean by a "locked contract". Please review the RFP when it is posted in <https://www.fbo.gov/>. If there are any questions please contact one of the points of contact listed on the fedbizopps posting.

We will require from offerors a documented system to stay Trade Agreement Act compliant.

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Office supplies vendors who hold schedule 75 contracts manage huge amounts of data. In many cases in excess of 250,000 items and over 200 different manufacturers. The probability that part numbers, images and descriptions get misaligned is very high. We see this often after a cursory review of the product offering on GSA Advantage and in particular, with the furniture items. It is not unusual to see an item that has been priced at 10 times list price or is selling for 20 times less than their cost. Often they show units of measure that do not match. An example is when a folder chair is packaged 4 ea to a box and the price is show as 1 ea. I am certain that the vendor does not honor the price. But most important, it confuses the end user and deteriorates the integrity of GSA Advantage.

.... They view furniture as an opportunity to make back some of the profit that they lose on the office products. They routinely markup furniture items to control for the high rate of damage, the cost of return shipping when the customer is dissatisfied or makes an error and for the additional logistical processes that they may have to manage. These markups move the price of an item that is available on the manufacturers GSA contract under schedule 71 to a level that is completely out of line

I feel that the availability of current technology coupled with the best available price for the end user are reason enough for the removal of the MOU and for the removal of the furniture product lines from the schedule 75 contracts. The primary source of supply being the wholesaler adds additional and unnecessary cost to product that can be acquired directly from the manufacturer and their schedule 75 representatives at greater savings to the government.

1. Real-time order status -- Are you requiring EDI only?

2. TAA compliant "system" -- Do you have a format or template of a system?

3. What do you refer to as "point of sales discounts"?

4. What do you refer to as "desktop delivery"?

Is there a web page that provides these details or information?

I was reading the RFI for the coming Schedule 75 reissue and noticed that it says that all vendors have to be an "AbilityOne Certified Distributor", could you tell me what that means or what our company would have to do to become this.

The idea of consolidating the Best in Class features of Federal Strategic Sourcing Initiative for Office Supplies and MAS 75 into one acquisition vehicle sounds good.

I work in DHS and we use the DHS Advantage site for ordering. As an end user who looks up supply items for ordering, I'd like to know if anything can be done or put into this about some of the pricing of Ability One paper products? One example is their copy paper -- right now the cheapest we can find is \$43.45 a case, but it becomes somewhat of an issue when you can find other brands of paper at \$33-\$35 a case. I've been using Ability One products for 34 years and have no problems with them, but it causes frustration when you have to buy higher price paper, the extra \$8 - \$10 per case times the number of cases you buy can buy a lot of other items. **If we are looking at FSSI and Ability One on the ordering site, why are other items which we can't order even listed? When they could be saving us money.**

One other problem I have with the ordering site is companies that are listed but they have no picture of the item and it tells you to go to the companies web site, but when you click the link their web site wants you to register. Shouldn't these sites be linked so that doesn't have to happen?

I understand that not everything can be put in these purchase vehicles, they are issues that cause us frustration, as we are trying to save our organizations money.

[REDACTED] We would be very interested in applying for a FSSI contract or a GSA Schedule 75 contract when it is reopened in 2017. **Could I receive any information in regards to the contract reopening?**

The information regarding the re-opening of MAS 75 contained in the RFI is confusing. Will new vendors be accepted or only a hybrid of OS3 and old MAS 75 vendors? **"With the reopening of MAS 75, new offers will only be accepted for the new enhanced SIN 75 2XX. Revised SIN 75 200 and SIN 75 85 will be closed to new offer."**

This is one of the reasons we are requiring the submission of data for the OS4 SINs, in the form of submitting Transactional Data Requirements (TDR) data. In addition, we will work closely with our GSA Data team to analyze the data vendors submit and verify that the correct part numbers are submitted for the products. Our data team uses various tools to verify the accuracy of part numbers and match them with other vendors providing the same items to assist GSA in providing fair prices to the Federal Government.

Furniture items can only be provided if they are in a vendor's office supply catalog and as ancillary items to purchases for office supplies. Furniture part numbers are analyzed with the help of our GSA data team in the same way that office supplies are, including the use of tools to assist with horizontal price analysis across Government contractors.

Please see above. Furniture items on Schedule 75 can only be provided if they are in a vendor's office supply catalog and as ancillary items to purchases for office supplies. As an example, an agency should not compete a Blanket Purchase Agreement solely for furniture under MAS 75.

Our expectation is that the contractor must be able to communicate location and/or order details for a user-placed order at any time which would compare to the contractor's best commercial practice. Per feedback from our RFI we have now made this requirement optional.

We do not have format or template for a "TAA compliant system" although our RFP will provide what we are looking for the offeror to have in a TAA compliant system. It is the contractor's responsibility to develop or have in place an adequate system to ensure that all products awarded on GSA schedule contracts are compliant with the Trade Agreements Act (TAA), Federal Acquisition Regulation (FAR) Clause 52.225.5. The system must allow you to monitor the production point of products awarded on contract to ensure that they are TAA compliant when added and that they remain TAA compliant while on contract, particularly for products your company does not manufacture itself. In developing a TAA compliant system, your approach should include proactive processes and not rely on the manufacturer to notify you of changes in production points.

The GSA price negotiated must be offered no matter what contractor sales platform the customer buys from. As an example, if a vendor has retail stores included on contract, then the GSA price for items on contract in that store should be automatically available to an eligible customer.

Desktop delivery is direct delivery of packages to a customer's desk.

The requirements will be out lined in the Request For Proposals (RFP) package as well as a "Roadmap" web page.

An AbilityOne Certified Distributor is a company that has been formally authorized by the U.S. AbilityOne Commission to buy and resell AbilityOne products in accordance with Commission Policy 51.540 and Procedure 51.540.1. For more information about the AbilityOne Program and/or becoming an authorized AbilityOne distributor, please visit the AbilityOne website: www.abilityone.gov. Only offerors for new SIN 75 220 have to be AbilityOne Certified Distributors.

We in GSA negotiate with AbilityOne to get the best prices for the Federal Government for mandatory AbilityOne Procurement List items.

Thank you for your comment. We do require all contract items be listed on GSA Advantage and strongly encourage pictures of the items. We will explore further how to better link to contractors website when required.

We strive to get the Federal Government the best prices for office supplies by analyzing data and conducting horizontal price analysis across acquisition vehicles.

Please subscribe to the GSA Schedule 75 Community Group to receive updates on the reopening of Schedule 75. GSA is not accepting offers for FSSI OS3.

Per industry feedback, GSA has decided to reopen legacy SINs (75 200, 75 210, and 75 85) and create two new SINs (75 220 and 75 280) which will be Office Supplies, 4th generation (OS4). When Schedule 75 reopens, any contractor who can provide the office products and services that are within the scope of the SIN they are offering and meet the technical requirements may submit an offer for evaluation.

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After reviewing the new notes made to the group, we are requesting that 75 85 be opened for new vendors as well as 75 2XX. [REDACTED] is a small business and has hundreds of items that we are making available to GSA at prices that will be a great savings to all government agencies. We would be delighted to have the option along with the rest of MAS 75 to have the opportunity to supply GSA with quality products and pricing that will save all agencies money across the board.

Hello everyone. Our company falls within the 75 85 schedule. Is there any chances of that opening up along with the rest of Schedule 75? We are new to GSA and have many new products to offer.

I do not know what is meant by only accepting new applications under a different special sin. As far as opening schedule 75 I think it would be a big mistake. Too many cooks spoil then broth. It take much too long now for GSA to approve my updates because they are way over their heads. [REDACTED] As a result, GSA buyers see old data that has not yet been updated, old prices that cannot be honored, discontinued items because deletions need to be approved also. It would cost the tax payers a tremendous amount of money.

I would like to be notified when this schedule reopens

[REDACTED] supports many of GSA's Federal Supply Schedules (FSS) and contracts under the Federal Strategic Sourcin Initiative (FSSI). [REDACTED] offers the following comments designed to offer improved compliance with the JWOD Act and related regulations:

(1) AbilityOne Authorization: [REDACTED] appreciates GSA's recognition of the program by establishing the requirement for AbilityOne authorization as the first Go/No Go factor. [REDACTED] fully supports this requirement and will support GSA/US AbilityOne comission in the execution.

(2) Pricing: OS3 contract specifically created an environment where contractors were required to provide the lowest price in lieu of a competitibe best value price. Contractors agreed to pricing discounts at or below cost or in [REDACTED] case, at or below the Fair Market Price (FMP) established by the US AbilityOne Commission. Based upon pricing, discounts, contractors limited their offering to the required market basket items. This practice precludes contractyors from offering the complete suite of AbilityOne office products. Sales create and maintain jobs which have been impacted by limited market basket offering. Considering the mandatory status and that arll contractors under this SIN are required to offert the applicable AbilityOne products, [REDACTED] recommends a pricing model for AbilityOne similar to the established and agreed upon dynamic pricing model used on the schedules program. This model considers destination pricing plus sholesale costs plus an acceptable variable. Since the FMP process within the AbilityOne Program does not allow for discounts, we recommend the removal of discounts under SIN 75 2XX and using the existing pricing model for AbilityOne products only. [REDACTED] intends to apply for SIN 75 2XX as we can fulfill the requirements and provide excellent service for the federal customer.

(3) Essentially the Same (ETS) Compliance: Marketing and selling commercial equivalent products known as ETS to AbilityOne products violates the policies set forth in the JWOD Act above. [REDACTED] recommends GSA insert language in the contract similar to the language inserted in existing FSSI contracts prohibiting the marketing and/or selling of ETS. Failure to comply with the contract terms outlined below must be addresssed immediately by GSA contracting personnel.

"Products manufactured under the AbilityOne program are a mandatory purchase for all federal government entities. Federal government employees are required to purchase products on the AbilityOne Mandatory Procurement List in lieu of commercial products that are Essentially The Same (ETS). These commercial products that have been identified as ETS are maintained on a list that is distributed by the AbilityOne Commission. Because the AbilityOne products are mandatory purchases for federal personnel, schedule contractors are required to rmove the commercial ETS items for its offer. Authorized AbilityOne distributors adhere to quality processes and procedures outlined in the U S AbilityOne Distributor Policy 51.540 and Compliance Procedures 51.540-01.

(4) Increase OCONUS Utilization: [REDACTED] does not drop ship directly to OCONUS locations. [REDACTED] relies on the network of wholesale partners to stock store and distribute AbilityOne products to the federal customer. [REDACTED] can support OCONUS fulfillment with support from our partners. Therefore, contractors must establish relationships with [REDACTED] wholesale partners to support them in fulfilling OCONUS requirements with terms that support fulfillment. [REDACTED] recommends GSA validate the SIN 75 2XX applicants have the capabilities to fulfill OCONUS requirements. Customers requesting AbilityOne products should not be impacted by poor supply chain planning by a contractor

(5) Performance Measurements: [REDACTED] recommends GSA create and collect performance measurements to ensure contractors meet the requirements for OCONUS shipments, fulfillment rates, etc.

Per industry feedback, GSA also intends to reopen SIN 75 85.

Per industry feedback, GSA also plans to reopen SIN 75 85.

As the RFI states, GSA plans to add a new enhanced SIN, SIN 75 2XX to MAS 75. Since then, we have decided to name that Enhanced SIN 75 220 and add an Enhanced SIN for Overseas customers, 75 280. When MAS 75 reopens, GSA will also accept new offers for SIN 75 200, 75 210 and 75 85. In August 2016, GSA announced the rollout of the Formatted Product Tool (FPT) across the MAS program. FPT is a pivotal enhancement for the MAS supplier base by removing the cumbersome and redundant SIP and CORS processes, and through an automatic upload of products and prices, improves speed to market on GSA Advantage! so items are seen immediately and can be purchased by our federal customers. This tool will also provide Schedule contractors with valuable information in terms of where their products are positioned in the marketplace, as well as contracting officers with data intelligence to use in their price evaluations and negotiations. This increase in data analytics and transparency will also help contracting officers (COs) do their jobs more efficiently, saving all parties time and money. FPT has been rolled out to selected schedules and will be implemented for MAS 75 in the future. Currently, we are utilizing the 4P pricing tool which is similar to FPT, until we have FPT available for MAS 75.

Please subscribe to the GSA Schedule 75 Community Group to receive updates on the reopening of Schedule 75. Please also monitor GSA InterAct and <https://www.fbo.gov/>.

Thank you for your comment. AbilityOne Authorization will be a requirement for new enhanced SIN 75 220.

GSA will continue to work with our internal data team on applying fair price evaluation for offerors and contractors.

GSA will strictly enforce the prohibition on contractors selling ETS to AbilityOne products. We will incorporate language to enforce this contract term.

GSA plans to track OCONUS performance. In addition we are creating an OverSeas SIN.

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(6) Secure Desktop Delivery : The definition of secure desktop delivery is vague as it may refer to a host of locations which may include a consolidation point on an installation, supply support activity, commercial office space etc. Depending on the definition and scope, [REDACTED] is concerned that many AbilityOne distributors may not have the capability to meet this requirement. **Therefore, [REDACTED] requests clarification of the definition of desktop delivery.**

Desktop delivery is direct delivery of packages to a customer's desk. This is now an optional requirement.

Our recommendations support the statutory requirements already established under the law while maintaining BIC contract mechanisms. As GSA re-opens schedule 75 and creates SIN 75 2XX, [REDACTED] looks forward to working with GSA to develop strategies that maximize an existing labor force dedicated to serving the federal customer.

GSA looks forward to working with [REDACTED] and the AbilityOne Commission is supporting those who are blind or visually handicapped.

1) According to the RFI, it states that a contractor must be an "AbilityOne-certified contractor". AbilityOne requires vendor to carry every product they sell. What happens if a vendor cannot carry some AbilityOne items due to environmental attributes, better products available elsewhere, etc.?

No commercial items that are ETS (Essentially the Same) as AbilityOne items may be offered. The AbilityOne Commission determines the requirements to be an AbilityOne Authorized distributor. Only offerors for SIN 75 220 will be required to be AbilityOne Authorized distributors.

2) Why is it important that every vendor be able to provide desktop delivery and secure desktop delivery?

This requirement is very important to many of our Federal customers. However, it will be evaluated as an optional offering and not as a Go/No-Go factor.

3) Some items on Schedule 75 are customized and can take up to 30 days to produce. According to the RIF, a go/no go requirement is "Standard delivery anywhere CONUS within 3 to 4 business days". How will this be handled with customized/printed items?

Standard delivery will remain 3-4 business days, CONUS. Custom items can be evaluated on a case by case basis.

4) In today's business environment, streamlining and efficiency are keys to effective business operations. The new RIF shows more requirements will be made on vendors including "Elevated technical qualifications and requirements" and "Agency-defined reports and no additional cost". Is there a reason for the additional reporting, etc?

To provide a Best In Class solution under MAS 75 and enhance the offerings of this schedule.

5) In addition to the extra requirements proposed, is it true the CAF is increasing from .75% to 2%?

IFF will be .75% and CAF will be 1.25% only for enhanced SINs 75 220 and 75 280 which will eventually replace FSSI OS3 as OS4. Legacy SINs 75 200, 75 210, and 75 85 will remain with an IFF of .75% and no CAF.

We believe the reopening of MAS 75 is an exciting opportunity to expand GSA's engagement with small businesses. [REDACTED]

[REDACTED] Keeping the Federal small business supplier community viable, and spirit alive, has been a major focus for GSA, SBA and [REDACTED]. We applaud your focus on expanding, not shrinking, sales to legitimate small business outside the mentoring protégé program and outside a marketplace solution. [REDACTED] is eager to engage more closely with GSA through a Small Business centric plan.

[REDACTED] also believes this enhanced SIN 75 2XX provides [REDACTED] an opportunity to offer a unique solution to GSA. While [REDACTED] has not historically participated in GSA bids we believe the timing is right for [REDACTED] to obtain an enhanced Schedule 75 and deliver a sophisticated, small business centric solution that meets the enhanced requirements to support agency end-users.

The Small Business centric plan would bring along a strategic alliance of high caliber, sophisticated and qualified small businesses to the table and reinforce them with [REDACTED] state-of-art supply chain and broad Wholesaler assortment. In partnership with [REDACTED] they would be able to provide a wider array of office products and improve delivery performances for both CONUS and OCONUS locations.

GSA welcomes all offers from companies interested in receiving a contract on MAS 75.

SET-ASIDE RELATED QUESTIONS

The RFI did not refer to any set – asides for CLINs within the the new enhanced schedule 75 SIN. Would the preference for small business participation as stated in the FSSI OS3 apply?

The new enhanced SINs (75 220 and 75 280) and legacy SINS (75 200, 75 210, and 75 85) will be open to all business types and sizes. There will be no restriction on the number of contracts awarded. Customer agencies will be encouraged to consider set asides at the BPA, delivery order or task order level.

Would the schedule have any set asides for SDVOSB, WOSB or any other SB certifications?

The new enhanced SINs (75 220 and 75 280) and legacy SINS (75 200, 75 210, and 75 85) will be open to all business types and sizes. There will be no restriction on the number of contracts awarded. Customer agencies will be encouraged to consider set asides at the BPA, delivery order or task order level.

Would GSA allow Joint Ventures under the All Small Mentor-Protégé Program?

The new enhanced SINs (75 220 and 75 280) and legacy SINS (75 200, 75 210, and 75 85) will be open to all business types and sizes. There will be no restriction on Joint Ventures or the number of contracts awarded. Customer agencies will be encouraged to consider set asides at the delivery order or task order level.

OCONUS DELIVERY PROGRAM

Many of [REDACTED] reseller customers are based OCONUS; and also in turn, some of these resellers have customers outside the Continental US states. This has given us a good exposure to OCONUS delivery requirements. The recently launched MIL STD and FED STD paperwork solution is an added service and value proposition we bring to the table. This experience has brought to light some of the unique and often time consuming nuances. While [REDACTED] is interested in provided the enhanced OCONUS capabilities, we have some questions. Some of these questions include:

Export restrictions from some manufacturers, specifically in the technology category including HP, Brother, Xerox, Lexmark etc. How does GSA propose to manage these restrictions?

For the OverSeas Enhanced SIN (75 280), we are looking for offerors located overseas or that can partner or subcontract with companies overseas. Our goal is to provide the customer faster delivery than is currently possible with shipment from a consolidation facility in the United States. Contractors on the OverSeas SIN would offer the products of manufacturers that they currently offer to their customers or can add after negotiating with suppliers.

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██████████ can support shipments to overseas APO (Army Postal Office)/FPO (Fleet Post Office) and U.S. Embassies via USPS. However, there may be some import restrictions. Would GSA be open to work with the new Schedule holders to help exempt these restrictions for the Schedule?

Parcel shipments to HI, AK are delivered via UPS and USPS. ██████████ may offer door-to-door service in via designated freight forwarders. Historically, ██████████ has worked with freight forwarders designated by our customers. Would GSA be designating specific freight forwarders for this program?

Shipments to other OCONUS locations like Customer Agencies in Europe, Africa, Asia, the Pacific Rim and Ships-At-Sea – we believe that the majority of these shipments could be handled through APO/FPO shipping solution as well as the potential to leverage the GSA Consolidation Points when that service level may be applicable. There is also an opportunity to work with authorized shippers/couriers to implement a door to door service. We would need more details on whether GSA has a list of authorized shippers/couriers.

Please note that items classified as hazmat including ORMD (Consumer Commodities) would be exempted from a direct OCONUS program unless GSA Freight Forwarder arrangements exist and may be leveraged. Further, weight & length restrictions will apply to all OCONUS deliveries. These restrictions are often subject to change.

Additionally, would GSA allow in the contract for additional service charges to cover the import taxes, freight rates, brokerage fees, additional paperwork requirements, etc. to service OCONUS locations?

Delivery timeframes to OCONUS depends on many factors, including freight forwarders availability, paperwork requirements, etc. US mail may take 5-20 days depending on the destination ██████████ has the capability to deliver nationally stocked items next day with a 96%-98% fill rate to most of the contiguous US locations. **Will GSA allow in the contract for this additional delivery timeframe?** Delivery from freight forwarder to the OCONUS destination is subject to performance matrix of the freight forwarding company.

ENHANCED LETTER OF SUPPLY

██████████ has been active in working with GSA in the past to develop an industry-relevant Letter of Supply (LOS). Having reviewed the draft LOS you provided, ██████████ would like to recommend a conference call, or visit at your office, with our legal team to provide input into the final development of the LOS.

ENHANCED SIN 75 2XX

We agree with GSA on a majority of the proposed enhancements as part of reopening MAS 75, however; we believe that combining office products and services within SIN 75 2XX would be disadvantageous to key industry players, including small businesses.

We believe several requirements would deter Small Businesses from participating in the enhanced MAS 75 if office products are combined with services like 3D printing, toner recycling program, walk in stores etc.

1. There are very few Small Businesses that currently offer both wide assortment of Office Products and services mentioned above. Larger OP companies like Staples and Office Depot are expanding their offering by including services within their stores. Including Services within the Schedule gives unfair advantage to large business.
2. Services such as 3D printing require capital investment in expensive equipment. In today's market reality of shrinking Office Products sales and margins, many Small Businesses would not be able to make such large capital investments in addition to expanding assortment and improving delivery performance to meet the requirements of the enhanced SIN.
3. Combining both Products and Services may dilute performance levels for Small Businesses and may lead to many Small Businesses ending participation in the Schedule 75.
4. Fixed costs of running brick-and-mortar stores are exorbitantly high and the general industry trend is towards smaller office products companies closing stores and opting towards leaner business models and sophisticated E-commerce solutions with smaller store presence. The office products industries historical model of retail stores has proven to be inefficient for both the small and large industry leaders as well as for the consumer. The future of office product sales is not with brick-and-mortar stores. This "enhancement" is going against the general industry trend, would result in lower Small Business participation.

In conclusion, while we look forward to supporting GSA in their new endeavor, we are apprehensive that combining services with Office Products is not conducive towards their goal for increasing Small Business participation. While enhancements like offering BEST IN CLASS features of FSSI OS3 and increasing OCONUS utilization could be supported by Small Businesses, adding services to the same Schedule would put Small Businesses at a disadvantage.

• AbilityOne-certified Contractor

Not required for 75 but is advantageous; this should be mandatory for all 75 contractors since AbilityOne is mandated for all federal agencies.

• Demonstrated ability to meet all environmental reporting and green product requirements

It was not specifically spelled out in the RFI if this would be required of the Revised SIN 75-200 contractors, but it should be.

• Demonstrated capability to provide real-time order status to GSA Advantage!

It was not specifically spelled out in the RFI if this would be required of the Revised SIN 75-200 contractors, but it should be.

GSA is open to discussion however we do not set policy on import restrictions. As mentioned above, for the OverSeas Enhanced SIN, we are looking for offerors located overseas or that can partner or subcontract with companies overseas, to provide faster delivery to our customers located in that location.

GSA does not plan to designate specific freight forwarders for OverSeas Enhanced SIN. Each offeror will propose their own solution to meet delivery time to customer.

GSA does not plan to designate specific shippers/couriers for OverSeas Enhanced SIN. Each offeror will propose their own solution to meet delivery time to customer.

GSA will evaluate all prices for fair and reasonableness.

GSA's goal is to get the products to an overseas customer within seven days after receipt of order (ARO). An offeror can propose any solution that meets this goal.

The final revised Letter Of Supply will be posted on www.fedbizopps.gov as part of the RFP package for the new MAS 75.

Customers often require a combination of product and service offerings which is easier to obtain within one SIN. However all offerors on new SINs 75 220 or 75 280 do not need to offer both products and services and legacy SINs 75 200 (office products) and 75 210 (office services) will be reopened.

Brick and mortar stores are not a requirement of any SIN under the new MAS 75. Stores are an optional sales channel if an offeror wants to propose them for evaluation in their MAS 75 offer.

Customers often require a combination of product and service offerings which is easier to obtain within one SIN. However all offerors on new SINs 75 220 or 75 280 do not need to offer both products and services and legacy SINs 75 200 (office products) and 75 210 (office services) will be reopened.

GSA has had discussions with the AbilityOne Commission and we have agreed to require contractors only under new Enhanced SIN 75 220 to be AbilityOne certified, however all MAS 75 contractors must comply with blocking sales of items that are Essentially The Same (ETS) as mandatory AbilityOne items.

All MAS 75 contractors will have to comply with any technical requirements and any contract clauses related to environmental compliance.

This will be optional now for all SINs per industry feedback.

MAS 75 Re-Opening RFI: Questions and Responses

- Demonstrated system to remain compliant with the Trade Agreements Act

It was not specifically spelled out in the RFI if this would be required of the Revised SIN 75-200 contractors, but it should be.

This will be required for SIN 75 200 contractors as well. There will be more information in the RFP.

- Currently be able to provide point of sale discount for all contract orders

It was not specifically spelled out in the RFI if this would be required of the Revised SIN 75-200 contractors, but it should be.

All MAS contractors must honor the negotiated price for eligible customers. Point of sale discounts can reference when a contractor offers MAS items in a retail store to eligible customers. For OS4 specifically this should be seamless for the customer in all sales channels and the discount at the point of sale is automatically applied.

- Agency-defined reports at no additional cost

There is a cost to contract holders to provide agency specific reports (i.e. each agency has a different format and data fields for their requirements along with varied scheduling timelines); to reduce the costs, it is suggested a standard report template be made available that all agencies receive and this report be provided at designated intervals that are standard (i.e. quarterly or annually).

More information on the types of reports and data requested will be provided in the RFP.

- Demonstrated ability to provide desktop delivery and secure desktop delivery

Currently OS3 requirements are: Contractors in CLIN Four are required, and Contractors in CLINs One, Two and Three are permitted, to include overnight and secure desktop delivery options for an additional charge. This same approach is recommended for 75 contracts.

This will no longer be a requirement but is an optional feature a contractor can offer.

- Standard delivery anywhere CONUS within 3 to 4 business days

MAS 75 is delivery within 30 days; extra costs are incurred by OS3 contract holders to meet the 4 day delivery requirement. This will put an unfair burden on new 75 contracts since existing 75 contract holders will not have this same restriction.

Standard delivery in FSSI OS3 is 3 to 4 business days. Customers expect the same delivery time in the enhanced SINs 75 220 and 75 280 (OS4). Delivery time requirements will be updated for legacy SINs.

- Ability to deliver to Alaska, Hawaii, Puerto Rico, and other OCONUS locations

Optional on 75 (contractor's choice) and Currently OS3 requirements are: Contractors may specify an additional charge for delivery to Alaska, Hawaii, Puerto Rico, or international locations as indicated. Additionally, Contractors in CLIN Four are required, and Contractors in CLINs One, Two and Three are permitted, to include delivery to Alaska, Hawaii, and international locations. It is important to note that in the past, deliveries to international locations consisted of shipments to a government consolidation site (state-side) and then the government arranging for delivery to the overseas destination. Contractors have not been required to ship directly to an international destination. International shipments require more complex logistics relationships, highly variable cost structures, and unique tracking systems which will put an unfair burden on new 75 contracts since existing 75 contract holders will not have these same requirements. Furthermore, the distribution policies of many industry-leading manufacturers limit or prohibit international shipping by U.S. resellers. **What specifically does GSA have in mind with regard to pricing / terms / conditions for international shipments, and will there be a separate "Pool" for contractors who have the necessary authorizations and systems to conduct international commerce effectively?**

There will be a separate SIN that specializes in providing items and services for our overseas customers, specifically, SIN 75 280 — Enhanced SIN For Overseas Office Products & Services / Office Supplies 4th Generation (OS4). This SIN is to provide products and services for use only in overseas destinations. OCONUS customers have expressed concerns with delayed delivery and frustrated freight related to consolidation points and other OCONUS delivery issues. This SIN will provide a comprehensive range of office supplies and services to customer agencies in Europe, Africa, Asia and the Pacific Rim and Ships-at-Sea.

- Demonstrated ability to provide Fill or Kill status

Fill or Kill at the line item is required on OS3; there is no requirement on MAS 75. This adds resources required to manage the process with agency customers and if required for the New 75 2XX contract holders, it should be required of ALL 75 contract holders or an unfair advantage to 75-200 contractors would exist.

Fill or Kill is a feature customers for the current FSSI OS3 value. GSA wants to continue this feature for the enhanced SINs (75 220 and 75 280) which will become OS4.

- Ability to report subcontracting quarterly, other than small business only

Only required for "other than small" businesses

Correct.

- Satisfactory past performance

A more specific definition on what past performance would be considered and how it will be collected should be added to the requirement.

Standard CPAR. PPIRS checks as well as IOA reviews.

- Submission of completed Subcontracting Plan, if applicable.

Only required for "other than small" businesses

Correct.

- Modernized Terms and Conditions (T & C)

What specifically are the "Modernized Terms and Conditions" that will be required? Why wouldn't these be required of all 75 contract holders by way of a MAS Mod?

As MAS 75 has been closed to new offerors for several years the terms and conditions will be modernized to reflect the current environment.

- Elevated technical qualifications and requirements

What specifically are the "Elevated technical qualifications and requirements"?

The Enhanced SINs (75 220 and 75 280) will have technical "Go No Go" factors that offerors must meet to receive a contract.

MAS 75 Re-Opening RFI: Questions and Responses

- More stringent Letter of Supply (LOS) requirements to reduce customer problems with receiving noncompliant items (See attached).

Additional requirements were added to the OS3 version of the LOS for the New 75. These will require new LOS be obtained from each manufacturer/supplier of the products, but since all contract holders will be required to obtain them, this seems fair. **Has GSA gotten "buy-in" from the Suppliers/Manufacturers that they are willing to provide this level of LOS information to contract holders? What happens if the Supplier/Manufacturer refuses to provide it for any contractor?** Summary of the changes: 1) Letters of Supply/Commitment must specify the items (brand, product line, and/or manufacturer) being supplied 2) Contractor agrees to purchase product from only "authorized" OEM distributors. . Please see the attached list of brands, product lines, and/or manufacturers [Supplier Name] agrees to supply. OR [Supplier Name] agrees to supply the following brands, product lines, and/or manufacturers' products: 3) Supplier agrees to provide a country of origin information on their website and update on a quarterly basis so that said contractor will always have current up to date information. (Offeror Name) understands the receipt of this LOS in OEM authorization program is not transferable to any partner/APD/teamed organization 4) Offeror (reseller) acknowledges that the following manufacturers have a Federal Authorization Program: HP, Lexmark, Xerox, Ricoh, Brother, Kyocera, Epson and Clover. Offeror must be a member of a given manufacturer's Federal program in order to offer that manufacturer's product on their MAS or FSSI contract subject to quarterly validation 5) The master roster of Wholesale Agents and Dealers segregated by OEM, Clover, and other legitimate factories would be featured on a landing page hosted by the www.BusinessSolutionsAssociation.com. The landing page could be updated daily through an Application Programming Interface (API) 6) OEM's, Clover, and other legitimate factories, will authorize wholesaler agents and dealers to insure that GSA can host a secure supply chain. 7) Whoever issues the LoS has standing - Mfr. or Wholesale Agent - with the dealer. That issuing party would be responsible for notifying the dealer that their LoS has been canceled. The source of the LoS has the authority to revoke the LoS 8) Proactive communication will be included in the LoS to level set expectations and consequences. For example, the LoS would confirm that it is the responsibility of the dealer to correctly identify if a sku is TAA compliant. Delinquency to the discipline of accurate TAA reporting will be considered a dereliction, and therefore represents grounds for the revocation of the LoS by the issuing party 9) Supplier will provide upon request % recycled content and post-consumer materials of any product extended by Supplier. Contractor/Reseller will need to ensure with Supplier's assistance, said products continue to meet the CPG guidelines and not the responsibility of the Supplier.

GSA has worked closely with the wholesalers and several office supply manufacturers in developing the new Letter Of Supply (LOS). The final LOS will be an attachment in the new MAS 75 RFP and will be a requirement to get a contract.

- Link to customer feedback mechanism concerning quality, schedule, and management, in all purchase orders possibly on Acquisition Gateway. GSA plans to include vendor follow-up/response capabilities.

This is a new feature not currently on either contract. This is a good idea but should be incorporated into BOTH the existing MAS 75 holders and the new enhanced version. Why can't GSA issue a MAS Modification to add this to every contract?

In light of feedback received, GSA is not moving forward with the link to customer feedback mechanism at this time.

- Establish an opening and closing date for offers with an open season every 24 months.

1. How long will "Open Season" last?
2. What are the new schedule 75 contract term durations, are they equal to existing 5-year terms with three (3) additional 5-year option periods?

1. After feedback was received, GSA decided there will be continuous open season for all SINs, 2. Yes, new contracts will have 5-year terms with three (3) additional 5-year option periods

A Contract Access Fee (CAF) of 2% will be applicable for the enhanced SIN 75 2XX.

Current MAS 75 fee is 0.75%. The 1.25% additional fee under the new enhanced 75 2XX SIN puts new schedule 75 holders at a significant disadvantage over existing contractors who have a much lower fee AND less stringent service level requirements. We propose GSA impose the same fee rate to all 75 contract holders, regardless if existing or new; this will allow for more equal / fair competition when price is such a significant factor for cost savings to the government. A 1.25% variance in fees can mean the difference between selling at a loss or making a marginal profit on a sale.

The Enhanced (OS4) SINs will have commitments from agencies similar to FSSI OS2 and OS3. The customer agencies planning to use the OS4 SINs expect a higher level of service from contractors and more services from GSA. The higher fee will enable GSA to continue to provide additional services to OS4 customers.

OCONUS DELIVERY

1. Pricing Model that incorporates any Excise/Customs fees that may apply at the Country of Destination. FOB Destination with FOB Origin negotiable for overweight bulk orders.

1. It is impossible to ascertain the cost of Excise/Customs fees as well as a freight cost to incorporate these expenses in a standard item price to the government for OCONUS shipments. Each country has different rules, fees and excise taxes and shipment costs are more volatile and subject to change. A more feasible and fair approach would be to allow vendors to quote on those fees at time of customer's request for quote. FOB Destination can be offered as long as it is Prepay and Add. This would alleviate risk of loss in transit for the government and would allow vendors to charge for the cost of the freight and fees.

2. If Prepay and Add is not acceptable, establishing pricing that varies by region/country of the world should be considered.

GSA has decided to create a separate SIN (75 280) for Overseas vendors to submit an offer on to service GSA customers in their geographic area. CONUS based offerors may partner of subcontract with an overseas vendor to meet the requirements.

2. Commodity compliance with applicable Trade Agreements.2.

Federal Trade Agreements would apply.

We will require from offerors a documented system to stay Trade Agreement Act compliant.

3. Annotated Price Lists with US or Foreign Commodity Specifications.

This option would require more specific details on what the government is asking the contractor to do prior to commenting on the capabilities. What specifically is being requested?

Requirements for SIN 75 280 will be outlined in the RFP.

4. Discounts apply to orders above Maximum Order Limitation \$1,000,000

MAS 75 Re-Opening RFI: Questions and Responses

For a single order above a maximum order limitation of \$1,000,000, discounts would be provided; however, a blanket discount percent is difficult to commit to since costs vary by product. This contractor has been providing goods to the federal government for years and it has always been our practice to seek out discounts on large purchases to reduce the cost of the item as much as possible.

Customers are to seek discounts for any large orders.

5. Accept Payment by Government Credit Card in US funds.

Government credit cards would be accepted with payment in US funds.

6. All other stated Domestic Compliance Requirements for the SIN apply.

Warranties may be limited or non-existent for some brands when shipped to foreign countries. Unfortunately, this is not something the vendor has control over.

Requirements for SIN 75 280 will be outlined in the RFP.

7. Foreign Vendor must reside in a TAA Compliant Country.

Is this suggesting vendors would be required to have an office / presence in the foreign country for which they are supplying products? Or is it acceptable if the vendor resides in the US and has the ability to ship to those countries?

For SIN 75 280 we only require that the delivery terms and other contractual requirements are met for our overseas customers.

8. Foreign Vendor subject to conflict resolution in a US Court.

This would not be applicable to US vendors.

9. Offer must be in English language

Offer would be in English language

• Vendors interested in providing enhanced OCONUS capabilities

Would this be required of all new 75-2XX vendors or an option? If a vendor is capable of providing deliveries to OCONUS US locations (i.e. Alaska, Hawaii, & US Territories) but not international, is this being considered as an option? It takes more knowledge, time and resources to service overseas shipments than it does US Territories and would limit competition. It is suggested GSA consider a separate category called "International Shipments" as opposed to lumping them into one single OCONUS option.

OCONUS delivery will be an option under Enhanced SIN 75 220 (previously 75-2XX) as well as legacy SINs 75 200 and 75 85.

• Appropriate OCONUS ARO delivery timeframes

Delivery times to US OCONUS locations are more predictable and generally take just a few days longer than CONUS deliveries. However, shipments that must go through customs are unpredictable and can take weeks to clear. In either case, large/bulk shipments or large ship-complete orders always adds time to the delivery date. Back orders are also unpredictable and will add time.

Due to delivery time concerns of our OCONUS customers, a new SIN (SIN 75 280) is being created with delivery time of seven (7) days After Receipt of Order (ARO) to the OCONUS customer. This can be facilitated by contractors located overseas near the customer or CONUS based contractors teaming or subcontracting with overseas companies.

It was stated that the current OS3 contract will be allowed to run through all of its options. Will Schedule 75 options continue to be exercised for existing contractors?

Yes.

The current schedule 75 SIN 75-200 has options for either a partial catalog (for example, toner & ink, paper, small office equipment, etc.) or a full-line catalog of all office supplies. Will the same options for partial or full catalog be available under the new enhanced 75-2XX?

Yes.

"One of the concerns with the OS3 contract is the consistent review (quarterly) to reduce prices to be in line with other OS3 contract holders, and the amount of time it takes to analyze, research and negotiate fair and equitable adjustments with GSA (on average the price reduction files contain over 1,200 items that need to be repriced and this takes 80 - 120 hours on average to accomplish). The latest notice (received Jan 2017) is now comparing prices available on other contract vehicles (i.e. current 75 holders) who do not have the "higher level technical factors and modernized T & C's" that increase the contract holder's costs.

Italicized below are the instructions for price reductions required for OS3 contractors:"

"Find attached a consolidated OS3 price analysis flagging instances where established baseline pricing, at the sku level, is lower than vendor catalog pricing creating negative savings. In addition to comparing to the baseline price, FPT targets and pricing representative of the lowest priced vendor plus 10% is also included. The negative savings is impacting usage since many customers are purchasing outside of the program due to lower prices on contracts outside of OS3.

Please complete column P on the attached spreadsheet and submit to us for review along with a modification request letter explaining the proposed changes. Please provide the contractually required price reductions by January 20, 2017. If you are unable to reduce prices for non market basket items based on the given parameters then please submit a request to delete those items from your contract by no later than January 20, 2017. For market basket items you have to reduce the pricing according to the given parameters. Please note that market basket items cannot be deleted from the contract.

Will these "price analysis" reviews be incorporated into all 75 contractor's T&C's (both existing and new)? Managing to these reviews has a significant cost that puts an unfair advantage on those who are not subject to them. What plans does GSA have to "even the playing field" for all 75 schedule holders?

All contracts will be under the same pricing review for the new Enhanced SINs under MAS 75. "Dynamic pricing" requirements and Transactional Data Requirements currently on FSSI OS3 will be incorporated into Enhanced SINs 75 220 and 75 280.

MAS 75 Re-Opening RFI: Questions and Responses

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| 1. Assuming the offer is re-opened, what will be the new refresh number? | TBD. The new RFP will be on www.fedbizopps.gov . |
| 2. Will pricing take into account the median price for FSSI holders and all existing Schedule 75 holders? | We will be working with our GSA data team on evaluating pricing. |
| 3. Once announced, will there be a time limit for submitting one's application? If so, the period of time the offer shall remain open? | Solicitation will remain continuously open. |
| 4. Assuming the offer is re-opened, when do you expect the offer to go live? | It is expected that Schedule 75 will reopen in first quarter of FY18. Please subscribe to the GSA Schedule 75 Community Group to receive updates on the reopening of Schedule 75. When a solicitation is released, it will be posted on FBO.gov. |
| 5. If available, where can we find the Solicitation Documents for Schedule 75 now? | Not yet posted but will be on Fed Biz Opps at https://www.fbo.gov/ . |
| 6. Will the following be permissible under Schedule 75: Office Furniture? Break room supplies? Restroom Products? Janitorial Products? | New Offers will be accepted for all SINs. A minimal amount of ancillary furniture items will continue to be accepted, provided that they do not exceed more than a small portion of the total full catalog offering from any one contractor. |
| 7. If required, how many invoices will be requested as part of the submission? | TBD, requirements will be outlined in RFP. |
| 8. Will green certification documents be required to be submitted as part of the solicitation package? | Compliance with GSA's Green and Sustainability policies will need to be certified. |
| After reviewing the RFI, it is our understanding that SIN 752XX is intended to replace OS3. Is the intent to replace requisition and purchase channel OS3 vehicles with MAS 75 SIN752XX contracts? | It is the intention at this time to have all current OS3 contracts run their course through to contract completion (after exercise of options, as warranted). |
| What specific best in class (BIC) features of OS3 will be retained for OS4? | <p>The new enhanced SINs (75 220 and 75 280) will incorporate higher-level technical evaluation factors to raise standards. A contractor must meet the following technical go/no-go requirements: Demonstrated ability to meet all environmental reporting and green product requirements; Demonstrated system to remain compliant with the Trade Agreements Act; Currently be able to provide point of sale discount for all contract orders; Agency-defined reports at no additional cost; Demonstrated ability to provide Fill or Kill status; Ability to report subcontracting quarterly, other than small business only; Satisfactory past performance; Submission of completed Subcontracting Plan, if applicable. SIN 75 220 will also require offeror to be an AbilityOne certified distributor.</p> <p>Additional enhanced features include: Modernized Terms and Conditions (T & C), more stringent Letter of Supply (LOS) requirements to reduce customer problems with receiving noncompliant items. "Dynamic pricing" requirements and Transactional Data Requirements currently on FSSI OS3 will be incorporated into SINs 75 220 and 280. Continuous open season.</p> <p>Pre-award information is proprietary. Post award information will be publicly available. There are no formal market basket items for this acquisition.</p> |
| We request the opportunity to review market baskets (pre and post award) to ensure AbilityOne product inclusion and essentially the same (ETS) compliance. We strongly recommend that the ETS definition and expectations are included in the RFP. To that end, we request that AbilityOne information submitted by [REDACTED] to GSA be included in the RFP | |
| The RFI notes that a goal of reopening MAS 75 is to increase OCONUS utilization and effectiveness. We would like to note that OCONUS shipment is at the discretion of our NPA manufacturers and that, typically, OCONUS direct shipments are not made. Additionally, AbilityOne authorized distributors must adhere to the U.S. AbilityOne Commission's Commercial Distributor Program Requirements, which includes specific drop shipment and delivery terms. We recommend that the RFP make note of the applicable Commission policies in its RFP to prevent interested parties from submitting proposals that do not support compliance with policies. | For the OverSeas Enhanced SIN (75 280), we are looking for offerors located overseas or that can partner or subcontract with companies overseas. Blocking the sale of Essentially The Same (ETS) as AbilityOne items will be a requirement. |
| The RFI notes that the improved pricing and savings from OS3 will be carried over to SIN 752XX. Does this mean that GSA will continue to employ its horizontal pricing methodology? If so, we strongly recommend that the variation of this methodology applied to AbilityOne products be based on the FOB destination price (instead of the origin price that is currently used). Also related to pricing, the RFI notes that interested parties should be able to provide a POS discount for all contract orders. There is concern that this discount will be a pass through to our NPA manufacturers. We would like to reinforce that AbilityOne authorized distributors must adhere to the U.S. AbilityOne Commission's Commercial Distributor Program Requirements, which includes specific pricing terms. | All contracts will be under the same pricing review for the new Enhanced SINs under MAS 75. "Dynamic pricing" requirements and Transactional Data Requirements currently on FSSI OS3 will be incorporated into SINs 75 220 and 280. We will continue to work with our GSA data team on refining pricing reviews. |
| We recommend that the RFP make note of the applicable Commission policies in its RFP to prevent interested parties from submitting proposals that do not support compliance with policies. | Yes, planned. Requirements preventing the sale of Essentially The Same (ETS) as AbilityOne items will be included and being a certified AbilityOne distributor will also be required for SIN 75 220. |
| It is our understanding the SIN 752XX will combine office products and services. The RFI notes that authorization as an AbilityOne distributor is a go/no-go requirement. Authorization does not cover office services (such as 3D printing, walk in stores, etc.). We recommend that the RFP include clarification that authorization applies to supply of office products only. | Concur. |

MAS 75 Re-Opening RFI: Questions and Responses

Will AbilityOne NPAs be required to provide LOS? This may be an administrative burden if NPA manufacturers are receiving requests for LOS from potentially hundreds of interested parties. Additionally, it may be moot given that AbilityOne is exempt from TAA.

All offerors will be required to provide the Letter Of Supply (LOS) in the RFP. There is only one LOS that is required to be provided.

Thank you for the opportunity to provide feedback to GSA for subject Schedule Reopening.

intends to submit a proposal for the Schedule 75 and the new proposed SIN. Our comments:

1. Regarding Increased OCONUS utilization: We feel that small businesses in general have a tougher time with OCONUS shipping locations except in the case where products are shipped to a CONUS consolidation point. We certainly can ship OCONUS and have done so extensively, however we feel that pricing for OCONUS products on schedule should be ORIGIN pricing as the shipping costs for overseas shipping varies extensively depending upon multiple factors.
2. Regarding the enhanced Letter of Supply (LOS). We feel the proposed draft letter could be seen as burdensome to the manufacturers and 1st tier distributors. **Our questions is, has GSA worked with the manufacturers and distributors on the language in this letter to determine if their legal teams would allow them to sign such a document?** As a potential awardee, we have no impact on if/how a manufacturer would agree to sign the letter.
3. We feel GSA intention to solicit foreign awardees home based in the OCONUS continents where delivery is requested by GSA Office Supply customers, is a good idea.
4. Large vs Small Business participation: Under the current OS3, the majority of sales go to the Large Prime awardee and Small Businesses suffer due to this. SDVO Primes in particular suffer because the Department of Veterans Affairs purchases a lot from the Large Prime and other small businesses in direct violation of federal law 38 U.S.C. 8127, 8128 (2006), known as "The Veterans Benefits, Health Care, and Information Technology Act of 2006 (the "Act"). The Act requires the Secretary of Veterans Affairs (VA) to award contracts using the "Rule of Two". Understandably, GSA cannot mandate how the VA accomplishes its mission. However the SDVO and all small businesses suffer greatly because of the Large Prime on OS3.

Plan is for a separate SIN specializing in OverSeas delivery.

Yes, GSA has worked with the distributors and manufacturers. Revised Letter Of Supply (LOS) will be included as an attachment to the solicitation.

a. Our recommendation is to make the Schedule 75 SIN that will replace OS3 a small business only opportunity. To ensure success by GSA in meeting the customers needs, there is a new program offered by the Small Business Administration called the All Small Mentor Protégé program. This New program by the SBA allows for a Large Business like Office Max/Depot (Mentor), to team with a small business (Protégé) for the pursuit of Small Business set-asides without the restraints of "control by affiliation". Basically, this program can allow large businesses such as Office Max/Depot and Staples and Amazon to participate in the Schedule 75 SIN program, but only in participation with a small business. Thus, the GSA and the customers get the benefits of working with large business and can take credit for working with small business. The small business is protected from control by the large through the restraints of the Mentor Protégé program, AND, the large businesses then help to develop more competition, lower prices and meet customer needs through assisting small business. This new program can be researched at the SBA web site. <https://www.sba.gov/contracting/government-contracting-programs/all-small-mentor-protége-program/about-all-small-mentor-protége-program>

Customer agencies may set aside BPAs, delivery, and task orders for small business in accordance with FAR 8.405-5.

Reopening Schedule 75 without ensuring GSA has the necessary staff and resources in place to review and approve new Schedule 75 applicants quickly, will do more harm than good to this process. If this new process is going to take 6-12 months to get a new Schedule 75, this effort will fail. If the reopening of Schedule 75 is going to be effective for both GSA and the applicants, then the turnaround time has to be no longer than 30-90 days.

GSA is planning to have the resources to reopen Schedule 75.

We believe GSA and industry need to commit to working closer together to ensure that reopening and maintaining an effective Schedule 75 program is possible. To that end, recommends that GSA work with the industry to set-up an Industry Advisory Council (IAC). The procurement process is changing as is our industry. believes that if GSA and industry work closer together as real aligned partners, both sides will be better for it. An IAC would provide GSA with better insight into the industry and ideas that might make Schedule 75 a more effective tool for the Federal government. An IAC would provide industry with a better understanding of GSA's process and reasoning for implementing various procurement initiatives. We see the IAC meeting quarterly in person when possible. We believe in-person meetings with agendas and goals will help make Schedule 75 a more effective tool for government buyers. We also believe that an IAC will help GSA and our industry build a closer working relationship, something we believe has been missing.

GSA Region 2 meets quarterly with an industry roundtable comprised of office supply wholesalers and manufacturers. We will continue to solicit their feedback. We will consider additional industry councils in the future.

1) With GSA's plan to move forward with FSSI OS3 through 2019, what incentive is there for a business to apply for a new Schedule 75? There would be limited opportunities at best to compete for opportunities in the federal space at this time. Can you explain what opportunities are available if you don't have an FSSI OS3 contract?

An award under the new Enhanced SINS (75 220 and 75 280) will be the opportunity to compete going forward into the future. In addition we will also be opening up the Legacy SINS to new offerors (75 200, 75 210, 75 85) as well.

2) Does GSA have plans to move forward with an FSSI OS4 or is the plan to phase out FSSI in favor of category management? Can GSA really have both buying programs running and still have them be effective buying tools for both government buyers and the contractors?

The new Enhanced SINS (75 220 and 75 280) under MAS 75 will be the follow on to OS3, in essence awards under these two SINS will be a new version of OS4.

MAS 75 Re-Opening RFI: Questions and Responses

3) One issue that continues to come up with our independent dealers is pricing. There is a feeling within the industry that today GSA essentially dictates pricing a vendor can sell a product for. If GSA accepts a contractors pricing, then GSA should honor that agreement, just as GSA expects and requires contractors to honor the pricing they have committed to in their bid. Right now, GSA has the ability to go to contractors and tell them to lower their prices. GSA should do that before accepting and awarding a contract, not after and throughout the life of the contract. We have heard from a large number of our members who are very concerned about GSA's continued efforts to require them to keep lowering their prices on items to the point that they would lose money if they sold these items to the government. This has forced many to take these items off their Schedule, which has in turn, had a negative impact on their ability to compete for government business. It has an equal number of independent dealers either deciding to get out of the government market or not consider applying for a new Schedule 75 altogether. The belief is the time and expense put into this effort would be a losing proposition. This is an issue we believe an IAC would be a tremendous resource both to GSA and industry. We would urge GSA to work with industry on the issue of pricing.

GSA will continue to work with industry, including our industry roundtables, on pricing concerns. GSA wants to ensure our customers always receive a fair and reasonable price.

4) If an independent dealer opts to not compete for 75-2XX, will 75-200 be cancelled or will existing contracts be allowed to run their full 20 years? We see that contractors cannot be on 75-200 and 75-2XX simultaneously. We believe existing 75-200's should be able to run their full course. Can GSA provide more detail on this?

Existing contracts can run to their full 20 years if all options exercised. Solicitation will be continuously open.

5) Numerous independent dealers have asked why GSA plans to charge a 2% Industrial Funding Fee? Can GSA explain its rationale for this?

The .75% IFF and 1.25% CAF will provide resources to: Monitor contract compliance and performance as these SINs are planned to be designated as the BIC source for office supplies government-wide. Perform a higher level of price analysis than other MAS SINs to further reduce pricing and price variability in order to provide documented savings as compared to other government acquisition vehicles. Provide detailed analysis of customer spend, savings, small business, and socioeconomic spend on these SINs. This includes custom reports as needed.

6) In its RFI, GSA anticipates increasing small business participation by an additional 5%. How does GSA plan to do this? Quite a few independent dealers have questioned GSA's ability to do this with FSSI OS3 and wonder what specific plans GSA has to achieve this goal through 75-2XX. Can you explain?

In its ordering instructions, GSA will encourage customers to set aside orders to Small Business or give preferences to the items of Small Business Concerns when two or more items at the same delivered price will satisfy the requirement, to the maximum extent practicable. We support and encourage Small Business spend and will highlight this at every marketing opportunity for MAS 75.

7) GSA's go/no-go requirements are extremely restrictive against smaller dealers. In particular, real-time order status back to Advantage and secure desktop delivery. [REDACTED] received numerous comments to this effect, stating that this requirement would require a significant investment from small dealers and is seen as a requirement that favors our big box competitors.

GSA has taken industry feedback on this and these are no longer mandatory requirements but are now optional.

8) Another question our members had was regarding GSA's OCONUS requirements. Specifically, our members want to find out from GSA what their intent is from this requirement? Is GSA intending to establish overseas distribution by US contractors who have international distribution points? This is another area where an IAC could be a valuable resource to both GSA and industry

Plan is for a separate OverSeas SIN for OCONUS shipments.

9) Several independent dealers had questions regarding the terms of the 75-2XX contracts. Can GSA provide guidance on the length of these contracts? Will they need to re-competed every two years? If so, we believe two years is too short of a time period to recoup additional expenses required by GSA. Can you explain?

Term of new SIN will be the same as other MAS 75 contracts: Five year base with 3 five year options, for a total contract term not to exceed 20 years.

[REDACTED] is very interested in working closer with GSA on reopening Schedule 75, but as our letter makes clear, there are more questions that industry needs answered before it can provide you with more detailed answers to questions GSA has asked. We hope GSA will consider working closer with us to ensure that reopening Schedule 75 is a smooth and successful transition. We believe it starts with creating an IAC.

GSA wants to continue listening to industry.

Much of the misrepresentation and fraud in the imaging supplies category can be eliminated if GSA adopts:

1. Enforcement of the annual LoS, and quarterly COO to validate TAA compliancy. Posting the dates that the LoS and COO are communicated on the BSA landing page will result in transparency and oversight.
2. Adopt the BSA naming conventions on www.BusinessSolutionsAssociation.com as defined by Trade Services that provide the three letter prefix, (alpha code) employed universally by industry. For example [REDACTED] all employ the same prefix, then list the stock number for the sku. That defined naming convention would prevent dealers from exercising creative license to intentionally differentiate their offering by claiming to be the manufacturer –or making up names. Unless a dealer has a factory, then they cannot claim to be a manufacturer. Even if they have a factory, they should adhere to the www.IITC.org STMC quality guidelines. That strategy will also make it easier for the Federal consumer to shop and compare.

MAS 75 Re-Opening RFI: Questions and Responses

3. Adopt a set of quality standards for remanufactured cartridges that can be manifested in an IPD and an NSN. That would protect the Federal consumer, rationalize the horizontal pricing strategy, and allow GSA to measure and manage the remanufactured product category. If a Federal customer is comparing the cost of an 1) OEM, 2) a remanufactured cartridge, 3) a compatible cartridge, and a 4) refilled cartridge then the 10% min/max pricing formula will be intentionally corrupted across the platform by these different designs and designations. Most clone compatibles are from China which is not TAA compliant. However, GSA should be sensitive that some clone compatibles can be from Taiwan and South Korea. Those countries are TAA compliant, however the clone compatible product is suspect, and might be IP infringing.

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Unsatisfactory commerce of counterfeit clone compatibles, or less than reputable or capable remanufactures, should be challenged by GSA with Standards, Education, Reporting, and Enforcement

GSA will take all these comments into consideration.

The re-opening of MAS 75 is a good plan as it supports the needs of the Federal customer by improving value on the contract. Also, small business and industry will benefit by increasing small business participation. Some Agencies do not achieve the small business purchasing goals. Perhaps targeting the growth at 10% or even 15% may help.

GSA is committed to growing small business participation and we will work with our customer agencies to also help them meet their small business goals.

The Hybrid option 3 is the best strategy to proceed as the existing schedule 75 is outdated and OS3 lacks the management tools available in MAS 75.

Please see overview of strategy posted with RFI answers.

Keeping FSSI OS3 open until final option expiration in 2019 is very important to maintain GSA's communicated intentions to the contract holders as well as to provide a transition into the new model.

Our plan at this time is to exercise all options for well performing OS3 contractors with fair and reasonable pricing.

The Enhanced SIN 75 2XX combining "Best in Class" from OS3 and the existing structure and customer recognition of MAS 75 is a smart way forward.

Including other services into the Enhanced SIN will allow vendors to keep valuable support services in place for customers.

The dynamic pricing tool was implemented in OS3. It has benefited the customer and has been reasonable to vendors by: I. Resulting in contract prices becoming less of an issue to customers.

II. It has worked in application because GSA is not expecting vendors to sell below delivered cost.

III. As the current pricing database contains many discrepancies. GSA has allowed vendors to respond to price reductions with price reductions, partial reductions or justification of current prices

However, execution of this tool under the Enhanced SIN 75 could have unintended consequences. The following are areas of concern:

I. The dynamic pricing tool applied over all contracts will have the effect of reducing average prices to the lowest average price.

II. Vendors providing high service as described in 1. III above, will not be able to support the cost structure of the low service model. Vendors will reduce costs by eliminating services. This results in the elimination of a choice currently needed and sought after by Federal customers.

III. This price compression will lead to service compression. The 3 service categories currently available to Federal customers listed above in point number 1 will be eliminated. Federal customers will need to look outside of this kind of procurement vehicle to get all needs met.

Possible options could include one or all of the following:

I. Increase the acceptable % of price spread for the pricing tool.

II. Segment the price tool by specific vendor categories. Categories could include: Small Business, Large Business, Internet Business, or Full Service Business. An example would be the tool would run on all small businesses only and would not include large business in the reduction calculation. This may not be a perfect solution but most small businesses tend to provide a higher level of support compared to the large or internet businesses.

Thank you for your comments. GSA will continue to work with our Contracting Officers and Data Analysts to conduct the best possible price analysis that is fair to contractors and customers.

This is a good goal in order to reduce or eliminate non-compliant, gray market, or counterfeit product from customer deliveries.

II. The current Sample Letter of Supply Template puts manufactures in a position to prevent or cancel a Schedule 75 contract. If a mandatory item is not authorized to an Offeror/Contractor, this could supersede GSA's ability to make an award or keep an existing award to an otherwise qualified vendor.

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III. Manufacturers sometimes reorganize their marketing strategy. This has taken the form of overly restrictive authorized supplier requirements. This has happened in the past with [REDACTED] have realized the strategy did not work and have reversed course. Reversing course on a canceled contract is extremely difficult, expensive and time consuming. [REDACTED] current practice is to simply de-authorize suppliers that are not meeting a certain a sales volume. There is no communication from [REDACTED] other than an email notifying a supplier that they are canceled. Appeals or questions are not accepted. This action by [REDACTED] was unexpected by industry and arbitrary. There was not an opportunity for a supplier to employ corrections. If [REDACTED] ink cartridge was a mandatory item, this would wreak havoc on the Enhanced SIN.

GSA is not planning on requiring mandatory items on contract with the exception of those required by AbilityOne for authorized AbilityOne distributors.

GSA's deployment of an effective procurement vehicle applies to the entire Federal marketplace. This is a "macro service" approach to servicing the needs of the Federal customer and is the necessary foundation for a successful platform to keep business products on hand. GSA has demonstrated that it can provide best-in-class solutions on this large scale. Large businesses and internet focused companies rest on this "macro" platform and operate in a "macro" way. Individual customer needs are not easily addressed and delivered by large or internet focused businesses. Small business, by its nature is adept at addressing the Federal market in a "micro" way. The Federal marketplace in reality, is a group of people with needs. Small business has cost effective solutions. Federal customers need and desire the best value package that small business can provide.

GSA rightly recognizes the importance of small business participation in the new Enhanced SIN. The various service levels needed by the Federal customer are longstanding. Allowing different business models to participate in the new Enhanced SIN benefits Federal customers and will ensure purchasing compliance. This will prevent Federal customers from needing to look outside of the GSA procurement vehicle to get their requirements met. Customers and stake holders alike will be satisfied.

Thank you for your comments.

As an SDVOSB [REDACTED] is honored to supply feedback regarding the options GSA has opened for discussion among the Schedule 75 Community Group. After Reading the Information regarding the options 1, 2 & 3, [REDACTED] recommends using opt. 2.

Option 2: Revisions to certain SINs and further revisions to pricing criteria, solicitation format and language.

a. Positive Impact and benefits of enhanced Opt. 2:

1. An enhanced SIN 75-200 should incorporate all of the Best In Class (BIC) features of FSSI OS3 while also using the robust structure of the current SIN 75-200. By enhancing the current SIN 75-200 GSA would achieve enhanced vendor requirements, improved pricing and savings, data spending tracking capabilities and vendor accountability, all in the same way FSSI OS3 has achieved.
2. Contracts issued under the enhanced SIN 75-200 should be issued in five year increments as it is today, however, requiring annual option year renewals in the same way FSSI OS3 does. Using the single option year renewal requirement, GSA could maintain quality vendors and ensure those vendors not achieving standards are removed. Using this strategy GSA would achieve two of the three stated goals.

Option 3: Hybrid concept taking partial alternatives from Options 1 and 2 and combining them.

a. Combining SIN 75-200 and 75-210 would make qualifying for a schedule 75 too complicated:

1. Most 75-200 schedule holders are not qualified to provide 75-210 services. Providing office supply services such as, onsite stores walk-in stores requires a huge financial investment that most small schedule holders can't achieve.
2. The industry moved away from retail strategies that require small businesses to maintaining large inventories in favor of the Just In Time (JIT) strategy that is today supported by the major office supply wholesalers.
3. Requiring small vendors to maintain walk-in stores would have the exact opposite impact on small business than what GSA is seeking.
4. Requiring small businesses to maintain large inventories while at the same time be able to ship product nationwide would put a huge burden on small businesses and only result in small businesses becoming fronts for large businesses.
5. As far as small businesses being required to ship office supplies directly to end users OCONUS, it will be difficult for a small office supply retailer to distribute supplies on a JIT basis while incurring the shipping charges. Again, this strategy requires small businesses to become a front for large businesses that already have an international footprint.
6. As SIN 75-200 operates today, vendors support the AbilityOne program by ensuring AbilityOne items get priority positioning on their product listing. Combining SIN 75-200 and 75-210 would put small and large business in direct opposition to the AbilityOne stores that are currently opened and any that anticipate opening in the future.
7. Requiring small businesses to maintain warehouses and stocking for walk-in stores would greatly limit the number of AbilityOne products they could sell.
8. Schedule 75-200 has many Service Disabled Veteran owned business (SDVOB), both verified and unverified. To ensure GSA's largest customer is facilitated, GSA should ensure that opportunities are set aside for SDVOB companies. GSA should also ensure that these vendors are designated as verified or unverified, to accommodate VA purchase requirements.

Thank you for your comments. Please review our Acquisition Strategy attached with the RFI Question responses. GSA plans to encourage customer agencies to set aside BPAs, delivery and task orders, for small business and socio-economic designations such as Service Disabled Veteran Owned Small Businesses (SDVOSBs).

OCONUS

MAS 75 Re-Opening RFI: Questions and Responses

Thank you for your comments. Please review our Acquisition Strategy attached with the RFI Question responses.

██████████ supports the reopening of MAS 75 to new offers in alignment with the Schedules policy of continuous open seasons. However, the proposed reopening of Schedule 75 as outlined in the RFI is too restrictive. According to the RFI, Revised SIN 75 200 and SIN 75 85 will be closed to new offers. The newly established Enhanced SIN 75 2XX would be open to new offers, but only for an undisclosed period of time every two years. ██████████ is concerned that this approach would increase costs for both Schedule 75 contractors and customer agencies, and reduce competition. One of the hallmarks of the MAS program is its ease of use, however, we find that the current proposal is unnecessarily complex for both GSA's customers and industry partners. We appreciate GSA's attention to the following comments and questions, and look forward to GSA's response to the topics raised.

1. All Schedule 75 SINs should reopen immediately and remain open to new offers on a continuous basis

Since Schedule 75 was closed over six years ago ██████████ has consistently urged GSA to reopen the Schedule. We recommend that GSA do so immediately without restriction. Not allowing new offers for Schedule 75 SINs limits opportunities for companies, especially small businesses, to access the Federal market. It also restricts world-class companies whose contracts have expired from offering their products and services to agencies. This reduces access to innovation and decreases competition. Reopening all Schedule 75 SINs to new offers will increase competition as more vendors have the opportunity to offer their products to the Federal Government.

Continuous open seasons are foundational to the success of the MAS program. Continuous open seasons reflect a fundamental belief in the commercial market's ability to meet the mission needs of customer agencies. They allow entities of all sizes, and especially small businesses, have a strategic opportunity to channel into the Federal marketplace. Moreover, continuous open seasons are consistent with the statutory framework authorizing the MAS program as a competitive procedure under the Competition for Contracting Act (CICA). The MAS program is considered a competitive procedure under CICA as long as contracts and orders are open to all sources.

2. Ensure that current Schedule 75 contractors can continue to offer office supply products and services through GSA

Since 2010, companies whose contracts have expired have been unable to renew their Schedule 75 contracts. By leaving the majority of the Schedule 75 SINs closed as proposed in the RFI, contractors under those SINs who are approaching the end of their 20 year contract term will not have an opportunity to submit offers and receive new contracts to continue to compete and deliver commercial products and services to customer agencies. It is also likely to create an unlevel playing field because inevitably there will be some contractors whose contract expiration dates coincide with the open period for Enhanced SIN 75 2XX and others who will have to wait, potentially for years with no indication of when the Enhanced SIN will reopen again. This situation is likely to lead these contractors to leave the Schedules program entirely, versus "reducing program leakage" as GSA intends

3. The proposed SIN structure is duplicative and unnecessarily complicated for customer agencies and contractors.

GSA's offerings for the purchase of office supplies and services, as proposed in the RFI, are unnecessarily complex for both customer agencies and contractors. As outlined in the RFI: There will be three GSA vehicles for office supplies and services once Schedule 75 is reopened:

- o FSSI OS3
- o Enhanced SIN 75 2XX
- o Revised SIN 75 200

Current contractors under SIN 75 200 will need to decide whether they should instead offer their products under the Enhanced SIN 75 2XX, and prior to the end of the OS3 contract in 2019, OS3 contractors will have to decide which Schedule 75 SIN to offer their products under in the future.

The order of priority of the three GSA options is unknown as well as which one customer agencies will prefer.

Further, it is unclear what the benefit and/or return to the taxpayer is for offering three vehicles with similar products and services. We find this proposal duplicative and highly inefficient for both customer agencies and contractors.

4. Once Schedule 75 is reopened, GSA should offer streamlined proposal submission and evaluation processes in alignment with the "Make It Easier" initiative

██████████ recommends that GSA offer a streamlined proposal submission and evaluation process for reputable vendors who have previously been on Schedule 75 and achieved a specified level of annual sales over the life of the contract. These vendors clearly understand the obligations related to participating on Schedule 75 and have demonstrated a sustained period of success. This approach is consistent with the Competition in Contracting Act (CICA), the Federal Acquisition Regulation (FAR), and the General Services Acquisition Regulation (GSAR). In addition, FAR 1.102-2(c) (3) provides that: The government shall exercise discretion, use sound judgment business judgment, and comply with applicable laws and regulations in dealing with contractors and prospective contractors. All contractors and prospective contractors shall be treated fairly and impartially but need not be treated the same.

GSA will reopen the legacy SINs (75 200, 75 210, and 75 85) and open two new Enhanced SINs with higher level requirements (75 220, 75 280). The SINs will be open continuously.

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GSA will reopen the legacy SINs (75 200, 75 210, and 75 85) and open two new Enhanced SINs with higher level requirements (75 220, 75 280). The SINs will be open continuously. GSA will reduce duplication by bringing the current FSSI program, currently under a separate contract vehicle, into the MAS program.

GSA has developed a MAS Roadmap to assist offerors. A Roadmap to further assist MAS 75 offerors is also being developed and will be released prior to or with RFP issuance.

MAS 75 Re-Opening RFI: Questions and Responses

5. Apply the standard IFF of 0.075% to the Enhanced SIN 75 2XX without additional fees consistent with the overall Schedules program

██████████ recommends that GSA apply the standard 0.075% Industrial Funding Fee (IFF) to solutions offered under the Enhanced SIN 75 2XX rather than the 2% "Best in Class" Contract Access Fee (CAF) proposed in the RFI. Tracking and payment of a different fee for a particular SIN is costly and burdensome for contractors and not a standard practice in the Schedules program. Utilizing the standard 0.075% IFF is also in the best interest of the customer agency. The notion that GSA would increase the fee to 2% indicates that there are increased administrative costs for GSA. Similarly, there will be costs to contractors to comply with the requirements of the Enhanced SIN 75 2XX which will inevitably be passed on to agencies. We find this approach inconsistent with GSA's efforts to reduce prices across the Schedules program.

The standard IFF for MAS is 0.75%. The Enhanced (OS4) SINs will have commitments from agencies similar to FSSI OS2 and OS3. The customer agencies planning to use the OS4 SINs expect a higher level of service from contractors and more services from GSA. The higher fee will enable GSA to continue to provide additional services to OS4 customers.

In summary, ██████████ are concerned that the RFI proposal limits access to the Federal market, especially for small businesses; defines the available office solutions for customer agencies and contractors; and increases costs to customer agencies. Rather than the current approach, we recommend that GSA:

- Open all Schedule 75 SINs immediately and remain open to new offers at all times
- Ensure that current Schedule 75 contractors can continue to offer office supply products and services through GSA
- Delay implementation of an Enhanced SIN 2XX. It is duplicative of OS3 and SIN 75 200 in terms of scope. Allow enhanced requirements to be set at the task order level by customer agencies who can make volume commitments.
- Offer streamlined proposal submission and evaluation processes for successful FSS contractors¹
- Apply the standard IFF of 0.075% to all Schedule 75 SINs

Thank you for your comments. Please review our Acquisition Strategy attached with the RFI Question responses.

1. How does the proposed structure outlined in the RFI result in extra savings and value to the Government (compared with the current SINs and OS3)?

After the FSSI OS3 IDIQ contracts expire, there will be one governmentwide acquisition vehicle for office supplies and services. This will result in administrative savings and efficiencies.

2. Will agencies be able to establish BPAs under the proposed SINs?

Yes.

3. What is the purpose of offering the Enhanced SIN 2XX at the same time as OS3?

It is the intention at this time to have all current OS3 contracts performing satisfactorily run their course through to contract completion (after exercise of options, as warranted). The new Enhanced SINs under MAS 75 will be GSA's next generation office supply contract; largely following the parameters of OS3; in essence, awards under these two SINs are intended to serve as the successor of OS3 ("OS4").

4. Why will the Enhanced SIN 2XX be the only SIN open to new offers? Why not have all Schedule 75 SINs open like other Schedules under the MAS program?

New Offers will be accepted for all SINs.

5. What is the order of priority for OS3, SIN 75 2XX and SIN 75 200?

Customers will decide which vehicle or SIN they will order from. It is the intention to have all current OS3 contracts run their course through to contract completion (after exercise of options, as warranted). The new Enhanced SINs under MAS 75 will be GSA's next generation office supply contract; largely following the parameters of OS3; in essence, awards under these two SINs are intended to serve as the successor of OS3 ("OS4").

1) What is the contract length for the Enhanced SIN 75 2XX? Will it be separated out into a base period and option periods?

Term of new SIN will be the same as other MAS 75 contracts: Five year base with 3 five year options, for a total contract term not to exceed 20 years.

2) How long will open period last? Is the length of the open period predicated on a specific length of time or number of offers received, or both?

Solicitation will remain continuously open.

3) How long will review of new offers for Enhanced SIN 75 2XX take and does the GSA intend to add additional staff resources to accommodate the influx of offers that will need to be evaluated?

GSA has prepared a staffing plan for MAS 75. The length of time to evaluate offers depends in large part on the number of offers received which is unknown at this time.

4) The RFI states that "Contractors cannot be on the revised 75 200 SIN and enhanced 75 2XX simultaneously". Does that mean that prior to submitting a proposal for the enhanced SIN 75 2XX, a contractor would have to relinquish their existing 75 200 contract or can a current contract holder apply for a contract under the new SIN and then relinquish their existing contract upon award of the new one?

Contractor would need to relinquish their existing contract upon award of a new one.

5) Does a contractor have to wait until the expiration of an existing contract prior to applying for the Revised SIN 75 2XX? If not, is there a recommended period prior to the expiration of the existing contract (e.g. 24 months) that would be an appropriate benchmark for the submission of a proposal?

No.

6) As an existing contract holder, can we assume that there won't be a lapse between an expiration of the existing contract and the award of the enhanced SIN?

Correct, as long as you submit your offer well before contract expiration and all requirements for contract award are met.

7) Will there be a "fast-track" option for reviewing proposals of existing contractors with upcoming expiration dates to ensure there is no gap in service?

GSA will make efforts to prioritize those offers however please submit your offer well before contract expiration.

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- 8) Please confirm that the intent is to revise the terms and conditions of all current 75 200 contract holders to add services (those previously under 75 210), and whether these terms and conditions will be held through the end of the contract term. If so, please explain how that works, since a contract holder of 75 200 has no previously approved means of selling office services.
- To get a contract on one of the enhanced SINs a vendor must submit a new offer. The enhanced SINs include services. Even existing legacy SIN contractors must submit a new offer to get a contract under the Enhanced SINs.
- 9) Considering the increase in the Contract Access Fee, will there be increased tolerances in sell prices based upon the increased fee? For example, if the current upper threshold of reasonable prices is \$10 for an item, will that be increased to \$10.12 based upon the increased fee?
- The enhanced SINs will have the same total fee as the current FSSI OS3 contracts. The fee is to be incorporated into the "sell price" for an item. Price analysis is done for the final sell price of an item or supplier catalog.
- 10) What will the revenue from the increased Contract Access Fee going to be going to?
- The .75% IFF and 1.25% CAF will provide resources to: Monitor contract compliance and performance as these SINs are planned to be designated as the BIC source for office supplies government-wide. Perform a higher level of price analysis than other MAS SINs to further reduce pricing and price variability in order to provide documented savings as compared to other government acquisition vehicles. Provide detailed analysis of customer spend, savings, small business, and socioeconomic spend on these SINs. This includes custom reports as needed.
- 11) Will everyone be automatically transferred to the revised Schedule 75 200 or will current contract holders be given the opportunity to opt in?
- A new offer must be submitted under the new Enhanced SIN to be considered for a new contract award. No contracts will be automatically transferred over.
- 12) The table in the RFI states that the Formatted Product Tool and Transactional Data Rule are features of the revised Schedule. Does this mean that everyone will be required to accept TDR in order to go on the revised Schedule? Under the current TDR pilot program an existing contract holder is not obligated to opt into the program. When the 75 200 schedule is revised will all contract holders be compelled to opt in?
- All contracts will be under the same pricing review for the new Enhanced SINs under MAS 75. "Dynamic pricing" requirements and Transactional Data Requirements currently on FSSI OS3 will be incorporated into SIN 280.
- 13) Are all vendors who meet the technical requirements going to be allowed to participate in the new SIN or will it be limited somehow?
- There will be no separate eliminations. Each offer will be evaluated individually under its own merits. There is no limit on the number of offerors that can be awarded a contract.
- 14) One of the stated goals of the enhanced Schedule 75 is a 5% increase in small business participation. How will small business participation be increased? Also, will the 5% increase be in terms of number of contractors awarded or dollars spent under the schedule overall?
- In its ordering instructions, GSA will encourage customers to set aside orders to Small Business or give preferences to the items of Small Business Concerns when two or more items at the same delivered price will satisfy the requirement, to the maximum extent practicable. We support and encourage Small Business spend and will highlight this at every marketing opportunity for MAS 75. It is also anticipated that the vast majority of offers and eventual contract awards, will be from small business.
- 15) Will OCONUS require standardized pricing or will calculated freight be allowed (i.e. FOB Destination vs. FOB Origin)?
- Plan is for a separate SIN for OverSeas shipments. OverSeas SIN will be specifically for a 7 day delivery time frame. Legacy SIN (75 200, 75 210, 75 85) providers can also provide OCONUS delivery.
- 16) What is the GSA threshold for "overweight bulk orders"? Is a bulk order only considered a large quantity of a single item or is that also for many different items?
- Requirements will be detailed in the RFP.
- 17) What is an "annotated price list with US or foreign commodity specifications"? Is that multiple price lists for various currencies and standard measures of weight?
- Requirements will be detailed in the RFP.
- 18) Will MIL Standard labeling requirements be applicable for the OCONUS shipments?
- MIL STD requirements are applicable to all deliveries to military installations and as noted in the RFP.
- 19) On page 4, number 7 under OCONUS references Foreign Vendors. Does this mean a contractor is able to set up a subsidiary or shipping partner for the service of OCONUS shipments? Or does this mean that the Schedule will be open for foreign companies to bid on?
- Both scenarios are allowable as long as delivery to the customer and other terms and conditions are met.
- 20) What is "dynamic pricing" as it relates to the enhanced SIN?
- All contracts will be under the same pricing review for the new Enhanced SINs under MAS 75. "Dynamic pricing" requirements and Transactional Data Requirements currently on FSSI OS3 will be incorporated into SIN 280.
- 21) Are there any go/no-go requirements in addition to those listed on pages 2 and 3?
- The new enhanced SIN 75 280 will incorporate higher-level technical evaluation factors to raise standards. A contractor must meet the following technical go/no-go requirements: Demonstrated ability to meet all environmental reporting and green product requirements; Demonstrated system to remain compliant with the Trade Agreements Act; Currently be able to provide point of sale discount for all contract orders; Agency-defined reports at no additional cost; Demonstrated ability to provide Fill or Kill status; Ability to report subcontracting quarterly, other than small business only; Satisfactory past performance; Submission of completed Subcontracting Plan, if applicable. Additional enhanced features include: Modernized Terms and Conditions (T & C), Elevated technical qualifications and requirements, More stringent Letter of Supply (LOS) requirements to reduce customer problems with receiving noncompliant items, "Dynamic pricing" requirements and Transactional Data Requirements currently on FSSI OS3 will be fully incorporated into SIN 280. Open and closing dates for offers with an open season every 24 months.
- 22) Will both large and small businesses have the same go/no-go requirements?
- Yes, with the exception to go/no-go requirements related to subcontracting plans which are required from large business. We will review and evaluate all offers received for their response to these factors noted.
- 23) Is desktop delivery and secure desktop delivery a go/no go requirement?
- This requirement is very important to many of our Federal customers. However, it will be evaluated as an optional offering and not as a Go/No-Go factor.
- 24) Will both individual and commercial subcontracting plans be accepted?
- Yes, as applicable.

MAS 75 Re-Opening RFI: Questions and Responses

25) What is the purpose of the customer feedback mechanism? Are there any repercussions or potential penalties for negative reviews?

In light of feedback received, GSA is not moving forward with the link to customer feedback mechanism at this time.

26) When and how will contract holders be able to respond to customer feedback?

In light of feedback received, GSA is not moving forward with the link to customer feedback mechanism at this time.

27) Does in the increase in the CAF apply only to the new SIN 75 2XX or does it also apply to the revised 75 200?

It applies to both new Enhanced SINs, 75 220 and 75 280.

Please clarify statement regarding contractor must meet the technical go/no-go requirement to be Ability One certified. If company is not Ability One certified will NISH (National Industries for the Severely Handicapped) qualify?

For Enhanced SIN 75 220, offeror must be AbilityOne certified - no exceptions.