

[Insert Agency/Office Name]

RFQ xxxxxxxx

Professional Services Schedule Solicitation: [Insert Solicitation Title]

****Note: red text is instructional and should be deleted prior to release**** Highlighted text should be tailored for the requirement.

1.0 OVERVIEW

1.1 Purpose

The objective of this acquisition is to award [insert number of BPA awards] Blanket Purchase Agreement(s) (BPA(s)) against the Multiple Award Schedule (MAS), in accordance with Federal Acquisition Regulation ([FAR](#) 8.405-2, for the services described in this RFQ and its attachments.

****Small business/socioeconomic set aside? If so, include the following statement****: This requirement is a [xxxxx] set-aside, with a NAICS code of [determined by the NAICS code under the principal purpose SIN], with a size standard of [insert the size standard corresponding to the principal purpose NAICS/SIN] determined to represent the principal purpose of this requirement. The firm must show as a small business under its MAS Contract in [eLibrary](#) to be eligible for award.

It is anticipated that services will begin [Insert date or as soon as possible following award]. It is anticipated that the ordering period of the BPA will be [Insert period of performance - Multiple Award BPAs should not exceed five years in length, but may do so to meet program requirements ([FAR 8.405-3\(d\)\(1\)](#)). A single-award BPA must not exceed one year in duration, but may have up to four one-year options].

1.2 Required Special Item Numbers (SINs)

In order to be considered for award, a vendor/Contractor Team Arrangement (CTA), collectively, will be required to cover the SIN(s) listed below awarded on their (or collectively on the CTA's) Schedule contract(s). Any quotes received from a contractor or CTA that does not cover the required SIN(s) will be ineligible for award. The government has determined that work falls under the following SIN(s): [The Ordering Contracting Officer is advised to pick a single SIN representing the principal purpose of the requirement, however, may select more than one appropriate SIN to solicit at their discretion from [this list of available MAS offerings](#). For more information on the consolidation of legacy SINs into one consolidated schedule, please see this [brochure](#). For more information on Order Level Materials, please see [OLM Guidance](#)]

- *INSERT SIN(s) HERE*

1.3 Commitment of Public Funds

This BPA does not obligate any funds. Each individual order placed against this BPA will obligate funds.

1.4 Questions

Questions concerning this RFQ must be submitted by **X** date and time via: [choose one of the following and include the corresponding language]

- [GSA eBuy](#)
- email with the subject header ["RFQ: xxxxxxxx"] to the email address [name@emailaddress]

The Government is not obligated to provide responses to any questions submitted after that date.

1.5 Quotation Due Date

This RFQ is being issued via [choose one of the following solicitation methods (ref. FAR 8.405-2) and include the corresponding language. Note that requirements >SAT solicited directly (e.g. via email) must be sent to enough contractors to ensure quotes will be received from at least three capable contractors; <SAT, must be sent to at least 3 capable contractors]:

- email only. All submissions in response to the RFQ shall be submitted to the email address [name@emailaddress]. In order to be considered for award, quotations conforming to the requirements of the RFQ must be received no later than [insert local time and date].
- eBuy only. All submissions directed by the RFQ shall be via eBuy only and no other method will be accepted. In order to be considered for award, quotations conforming to the requirements of the RFQ must be received no later than [insert local time and date] in the [GSA eBuy](#) system.

Proprietary information submitted in response to this solicitation shall be clearly marked as such and will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C.423) as implemented in the FAR. Any unmarked proprietary information will be considered releasable under the restrictions of the Freedom of Information Act.

1.6 TEAMING ARRANGEMENTS

Contractors participating in MAS CTAs must abide by all terms and conditions of their respective Federal Supply Schedule contracts. If a teaming arrangement is proposed it must be with other schedule holders and a copy of their schedule must be provided with your quotation. [A MAS CTA](#) is neither a [FAR 9.601\(1\) or \(2\) CTA](#). Forming a new Joint Venture or Partnership Agreement (a FAR 9.601(1) CTA) specifically for an order is not allowed. If proposing the use of subcontractors (a FAR 9.601(2) CTA), all subcontractors must be mapped through the Prime MAS contract holder's contract prices (except in solicitations authorising [Order Level Materials within the 33% limit](#)).

1.7 BPA Ordering Procedures

BPA Calls will be [insert BPA Call contract types: Firm Fixed Price, Time-and-Materials (T&M), Labor-Hour (LH), and may include a Not-to-Exceed (NTE) CLIN for travel]. The type of BPA Call will be identified at the BPA order level.

BPA orders may be issued at any time during the ordering period. The performance period will be specified in the BPA order and may include option periods which extend the BPA order up to [insert time, e.g., 12-months] beyond the expiration date of this BPA.

The order-level Contracting Officer shall award and administer orders in accordance with the ordering procedures and ordering guidelines set forth in this BPA and the procedures outlined in FAR 8.405-3(c) *Ordering from BPAs*.

BPA orders shall be within the scope of the BPA. Only the Contracting Officer for the BPA may modify the BPA.

Order of Precedence: The terms and conditions included in this BPA apply to all orders pursuant to it. In the event of an inconsistency between the provisions of this BPA and the terms and conditions of the Contractor's Schedule contract, the GSA contract will take precedence.

Annual Review of the BPA: In accordance with FAR 8.405-3(e), the Government will conduct an annual review to determine whether the underlying Schedule contract is still in effect, whether the BPA still represents best value, and whether the estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

Nonconformance: The Government will remedy nonconformance in accordance with FAR 8.406-3 Remedies for Nonconformance, 8.406-4 Termination for Cause, 8.406-5 Termination for the Government's Convenience, and 8.406-6 Disputes.

The BPA Holder may request a price increase on the BPA only after there has been an approved GSA Schedule price increase. The Contracting Officer will make the final decision on any request for price increases under this BPA via a bilateral modification.

At no time shall order prices exceed awarded prices on the Contractor's GSA Schedule contract or the BPA. The discount pricing relationship established for the BPA Holder (including all CTA Partners) shall be maintained throughout the life of the BPA unless modified by the Contracting Officer.

2.0 GENERAL INSTRUCTIONS TO CONTRACTORS

2.1 General Submission Instructions Sample 1

- (1) Contractors shall submit quotes to the office specified in this solicitation at or before the exact time specified in this solicitation. At a minimum, quotes must show -
 - (i) The solicitation number;
 - (ii) GSA Schedule Contract Number;
 - (iii) The name and email address of the Contractor Point of Contact.
- (2) If the Contractor objects to any of the terms and conditions contained in this solicitation, the Contractor shall state in its quote, "The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:" [Contractor shall list exception(s) and rationale for the exception(s)]. It is the sole responsibility of the contractor to identify in their quote any exceptions to the terms and conditions of the solicitation. If the contractor does not include such a statement, the submission of a quotation in response to this solicitation will be regarded as the Contractor's acceptance of the Government's terms and conditions, as contained in the latest amendment, for inclusion into the resultant BPA.
- (3) Quotes submitted must be valid for a period of insert period of validity calendar days.

2.2 Submission of Quote Package

The RFQ response package is due by the date and time established in the Quotation Due Date section, and shall consist of two (2) volumes (separate files). The Volumes are: Volume 1 – Technical Quote and Volume 2 – Price Quote. Quote Packages shall be formatted so as to be printable on non-reduced 8-1/2" x 11" pages with 1" margins.

Offerors are advised that the entire quote package submission, inclusive of all attachments, shall not exceed [If using email to accept submissions specify the maximum per email (e.g., 20MB); if using GSA eBuy, there is no limit except for each document which has a 100MB limit]. Notwithstanding any other statement within the solicitation, there is a size limitation of **ten (10) pages**[note: COs may tailor this page count as appropriate; however, GSA strongly recommends requesting as minimal information as necessary to facilitate a source selection decision; overly burdensome submission requirements increase friction in the procurement process and reduce the level of competition; DO NOT seek information that will not be used as a meaningful discriminator for award] for the Technical Quote submission. This limitation is inclusive of any charts, tables, pictures, and diagrams, but does not include personnel resumes, if required and/or applicable. Pages that exceed the required page limitations will not be evaluated.

The RFQ response package shall be organized as follows:

Volume 1 - Technical Quote: the technical quote shall consist of the following sections: [Insert instructions aligning with each Evaluation Factor - See [Addendum 1](#) for sample language; Important tip: make sure the instructions and evaluation factors match! Don't ask for something your factor language doesn't describe evaluating, and don't state you'll evaluate something your instructional language does not specifically request]

Volume 2 - PriceQuote: The Contractor's GSA schedule must contain line items for all services/labor categories to be furnished under the resulting BPA, with the exception of any services/products provided under the Order Level Materials (OLM) CLIN (if applicable). Price Quote submission shall include (as supporting backup documentation to the Price Schedule) a clear crosswalk identifying quoted labor category for this RFQ (i.e. "SME" or "Program Manager"), associated GSA MAS contract labor category (i.e. "Program Manager Level V"), GSA MAS contract rates, and any additional discounts being offered for this RFQ. The Price Quote must not propose prices that exceed the contractor's current GSA Schedule contract prices. Contractors are strongly encouraged to offer discounts from their awarded Schedule contract prices in the submission of offer for this potential BPA.

****Include the following statement if TO has options; note that even an option to extend for 6 months (per FAR 52.217-8) must be evaluated if included in solicitation per case precedent***** The solicitation requires offerors' quotations to price options which will be included in the overall evaluation of offers for award in accordance with FAR Subpart 17.2.

****Include the following paragraph if FFP***** The offeror must submit firm-fixed prices for every line item listed under each performance period in the attached pricing spreadsheet. The offeror must also provide a Total Evaluated Price for the overall performance period. All prices quoted shall be inclusive of all labor, materials and equipment to successfully perform the services identified. The quote must clearly detail the level of effort and the mix of labor proposed from its MAS Contract to perform the specific tasks being requested.

****Include the following paragraph if T&M/LH***** The offeror must submit fully burdened labor rates for every T&M/LH line item listed under each performance period in the attached pricing spreadsheet. The applicable ceiling price(s) and/or quantities used to generate the evaluated price are detailed on the attached pricing spreadsheet. The

T&M/LH labor mix and level of effort specified are for estimation purposes. The contractor may reallocate, without prior written approval, the number of hours by labor category within the labor CLIN as needed to effectively manage the project, provided the total funded labor cost is not exceeded. Any additional labor categories or increases to ceilings or labor rates required during performance must be approved by the CO and added to the BPA by modification. The Government will not be liable for any costs exceeding the ceiling price of the T&M/LH requirements detailed on the pricing spreadsheet.

****Include the following paragraph if open market items in total aggregate under the micropurchase threshold will be accepted***** The Vendor may quote open market items, if necessary to perform the BPA requirements, but must clearly indicate any open market items in the quote. Note that the cumulative price for all open market items on the BPA may not exceed the micropurchase threshold. The Government will consider the price of any proposed open market items in evaluating the Vendor's price.

****Include the following paragraph if an OLM CLIN is required*****

This requirement includes Contract Line Item(s) for Order Level Materials (OLMs). The contractor must possess the OLM CLIN in order to be eligible for award. The ceiling for any OLM CLIN is **[insert OLM CLIN Not to Exceed (NTE) ceiling; note that OLMs may not exceed 33% of the total value of the order]**. Materials will be reimbursed in accordance with [FAR 52.212-4\(Alt I\)\(i\)\(1\)\(ii\)](#), Materials.

3.0 EVALUATION FACTORS (See Addendum 1)

[Insert introductory paragraph detailing general evaluation methodology, evaluation factors, etc. See addendum 1 for sample language]

- Non-price Factors: **[see [Addendum 1](#) - insert evaluation factors]**

- Price:

****Include the following paragraph if FFP***** Price will be evaluated to determine whether the proposed price is fair and reasonable to the Government and in alignment with the technical requirements in terms of the labor mix and level of effort. The Government will evaluate total overall price to determine overall best value when conducting trade-offs with technical factors.

****Include the following paragraph if T&M/LH*****

The total evaluated price for the BPA **[note: this assumes the entire BPA is T&M/LH; if only some CLINs will be T&M/LH, tailor accordingly]** will be evaluated by multiplying the Government's estimated hours for the T&M/LH CLIN(s) by the price quoted for the labor categories mapped to those CLINs. Additionally, each individual labor category rate that is mapped to those CLINs will also be evaluated for quoted price and additional discounts provided above and beyond schedule pricing.

The Government reserves the right to communicate and/or conduct exchanges with any or all contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to communicate with every Contractor (note that FAR Part 15 procedures do not apply to FSS orders, therefore formal discussions are not applicable). A contractor may be eliminated from consideration without further communication if its

technical and/or pricing quotes are not among those contractors considered most advantageous to the Government based on a best value determination.

4.0 RFQ PROVISIONS

****Note: should be tailored to include any Agency-specific provisions, or requirement specific provisions; e.g., if options are included, add 52.217-5 Evaluation of Options*****

The terms and conditions of the Awardee's MAS Contract shall apply to this RFQ and resultant BPA. In addition, the following provisions are hereby incorporated into the solicitation **[highlight or indicate any provisions needing completion by the offeror]**:

FAR 52.233-2, SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: General Services Administration, **(Insert Address)**. (Attn: **Insert Name of Contracting Officer**).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5.0 ATTACHMENTS - The below attachments will be incorporated into the resultant BPA.

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|--------------|---|
| Attachment 1 | Pricing Spreadsheet |
| Attachment 2 | Government requirements (PWS/SOW/SOO) |
| Attachment 3 | Clauses, Terms and Conditions Applicable to Resultant BPA |

[Should be tailored to include any Agency-specific clauses. Click [here](#) to view which clauses are included in the Schedule contract]