General Services Administration

Federal Supply Schedule Government-Wide Blanket Purchase Agreement

for

Performance Management/Continuous Process Improvement Services

BLANKET PURCHASE AGREEMENT

In the spirit of the Federal Acquisition Streamlining Act, the General Services Administration (GSA) and **International Business Machines Corporation (and all its Contractor Team Arrangement (CTA) members)** hereby agree to enter into a **Federal Supply Schedule (FSS) Blanket Purchase Agreement (BPA)** for Performance Management/Continuous Process Improvement (PM/CPI) Services as detailed in this agreement. As shown in the BPA discount table below, each CTA member has a unique BPA number for Federal Procurement Data System (FPDS) recording purposes. This does **not** constitute a standalone BPA with each member, as each member is part of one CTA BPA lead by **International Business Machines Corporation.**

FSS BPAs decrease costs, reduce paperwork, and save time by providing opportunities for improved discounts, leverage buying power through volume purchasing, enabling streamlined ordering procedures and reduce procurement lead time. The end-result is a purchasing mechanism for the Government that works better and costs less.

BPA DISCOUNT TABLE

As detailed in the BPA Terms and Conditions section 3.0, this BPA does not contain prices. It contains the following minimum discounts to be applied against the FSS Contract Prices existing at time of order issuance.

Contractor (CTA Team Lead in black text CTA members in blue text)	GSA FSS Contract number(s). Go to www.gsaelibrary.gsa.gov Copy and paste contract number in search field. Click on Contractor name in results to find size/socioeconomic and FSS contract pricing information.	Minimum % Discount from GSA FSS Contract Prices	BPA Number Assigned to each CTA member for FPDS recording purposes
Team International Business Machines Corporation			
International Business Machines Corporation	GS-23F-7107H	15%	GS10FAA097
EDC Consulting, LLC	GS-10F-0037X	12%	GS10FAA098
Herdt Consulting, Inc.	GS-10F-0340P	15%	GS10FAA099
Potomacwave Consulting, Inc.	GS-00F-0007X	12%	GS10FAA100
System Kinetics Integration	GS-02F-0027X	10%	GS10FAA101

BPA CONTRACTOR POINT OF CONTACT

BPA CTA Lead Point of Contact	Name	Office Phone	Mobile Phone	E-mail
Team International Business Machines Corporation				
BPA Level Program Manger	Josephine Ziegler	(303) 773-5519	(303) 683-3582	jtzieg@us.ibm.com
BPA Level Program Manager Alternate	Carlton McArthur	Same as Mobile Phone	(301) 803-0247	carltonmcarthur@us.ibm.com
Order Level Point of Contact will be established on each order.				

SPECIAL NOTE ON ANY EXCEPTIONS/ASSUMPTIONS CONTAINED IN YOUR QUOTE FOR RFQ GS10F12LPQ0001: By signing this BPA, the CTA Team Lead and all its members agree that no exceptions to the RFQ or any assumptions, conditions or special language contained in their quote will have any force or affect unless specifically noted in this BPA document. As with any FSS order this does not preclude the ability to negotiate terms and conditions specific to a particular task order that do not conflict with the underlying FSS Contract or this BPA.

INCORPORATED DOCUMENTS

- **CTA Teaming Agreements from quote are incorporated by reference except for:**
  - Any pricing information contained in the agreements that is conflict with a CTA member's GSA Schedule Contract, this BPA or any order issued under this BPA
  - Any language contained in the agreements that is in conflict with a CTA member's GSA Schedule Contract, this BPA or any order issued under this BPA

- **Attachment A**-BPA Statement of Work
  Attachment A1-Quasp
  Attachment A2-Performance Requirements Summary
  Attachment A3-Quality Assurance Monitoring Form
  Attachment A4- Quality Assurance Monitoring Form Customer Complaint Investigation

- **Attachment B**-BPA Terms and Conditions
  Attachment B1-FAR 51 Deviation Ordering Guide
  Attachment B2-Agency Ordering Procedures
  Attachment B3-Task Order Level Quoting Instructions
  Attachment B4-Reporting Template

- **BPA Signature Blocks attached**

ADDITIONAL TERMS AND CONDITIONS

1. All CTA members agree that the BPA level Team Lead is authorized to approve and sign any bilateral modifications to this BPA (excluding CTA agreements).

2. The discounts stated in this BPA apply only to the prices existing in the underlying GSA FSS contract at time of order issuance. The discounts do not apply to anything not priced on the underlying GSA FSS price list (e.g., travel costs).

3. This BPA shall become effective upon the date shown in the GSA Contracting Officer signature block.

GSA FSS BPA for PM/CPI Services

BPA SIGNATURE BLOCKS

GSA Contracting Officer:

Brad deMers
BPA Contracting Officer

June 24, 2013
Date

BPA Level CTA Team Lead, International Business Machines Corporation

Signature

5-31-13
Date

MARYANNE MANZI
Printed Name

CONTRACTS MGR
Title

CTA Member, EDC Consulting, LLC

Signature

6/3/2013
Date

MATTHEW DALKIEWICZ
Printed Name

DIRECTOR
Title

CTA Member, Herdt Consulting, Inc.

Signature

6/3/2013
Date

DAVID C. SHANAHAN
Printed Name

VICE PRESIDENT
Title

CTA Member, Potomacwave Consulting, Inc.

Signature

6/3/2013
Date

Alex Sabo
Printed Name

Operations Manager
Title

GSA FSS BPA for PM/CPI Services

BPA SIGNATURE BLOCKS

CTA Member, System Kinetics Integration	
Signature	3 JUN 2013 Date
E.A. DEVER, JR. Printed Name	PRESIDENT Title

Performance Management/CPI Services BPA

Attachment A
Multiple Award BPA Statement of Work (SOW)

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1.0 INTRODUCTION AND OVERVIEW

The purpose of the Performance Management[1]/Continuous Process Improvement[2] Strategic Sourcing initiative is to provide best value performance management and continuous process improvement (CPI) services to Federal agencies through a pool of highly qualified contractors. The resulting acquisition vehicle will be a GSA Schedule multiple award BPA. This acquisition solution also offers agencies the opportunity to obtain greater value from their performance management, strategic business related analyses and CPI service expenditures by sharing of best practices across the government, leveraging the requirements, streamlined ordering procedures and standardizing process improvements across the Federal Government.

2.0 BACKGROUND

In early 2011, the Government Performance and Results Act Modernization Act (GPRAMA) became law. Update to the 1993 Government and Performance Results Act (GPRA) requires renewed emphasis from the Federal Government on strategic planning, performance reporting, and a drive to link performance data into the agencies' strategic planning and decision making process. The field of performance management is part of the work being driven by the GPRAMA. Agencies are required to identify high priority goals and report the progress towards those goals on a quarterly basis. These goals will encompass areas such as operational excellence, innovation, and customer experience management.

Another strong driver of behavior change within the Federal Government is the increasingly tight fiscal environment. The next few years are projected to be ones of decreasing budgets and potential reductions in personnel. As a result, federal agencies must optimize effectiveness and efficiency of current operations in support of the Administration's and individual agency's initiatives. As such, federal agencies aim to strengthen their performance improvement capabilities through performance management, more detailed strategic business analyses, and CPI services to maximize efficiency, transparency, and collaboration within every step in the performance management process. A proven approach for improving operations in the private sector is the application of performance management and CPI methodologies to focus on operations, link initiatives with the organization's strategy, and to ensure that performance is linked to satisfying the customer's requirements. Many agencies have begun to adopt these approaches.

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[1] Performance management is the methodology to improve how well organizations and their people and processes perform. Business performance management entails all the processes, information, and systems used by managers to set strategy, measure performance, develop plans, improve performance, monitor execution, and report results to effectively and efficiently manage people, process and assets to achieve sustainable success.

[2] "Performance Management" includes, but is not limited, to continued process/performance improvement (CPI) methodologies; including Lean Six Sigma (LSS), International Organization for Standardization (ISO), Capability Maturity Model Integration (CMMI), and Information Technology Infrastructure Library (ITIL). For the purposes of this statement of work the term "continuous process/performance improvement" (CPI) falls under the umbrella of "performance management".

Given the various stages of performance management and CPI deployment maturity across the Federal Government, a flexible and effective acquisition solution is required to address the requirements of multiple federal agencies. An agency may begin the strategic planning process or undertake a program evaluation and determine that there are opportunities to improve performance through identification and the execution of initiatives as defined within individual task orders competed among BPA holders. An organization that is launching a new performance management program or CPI program can utilize a full gamut of start-up services that will provide the capabilities to ensure successful program design, application of process improvement methodologies and building of internal capability. An agency with a more mature performance management and CPI programs could use services to strategically augment existing performance management and CPI capabilities based on surge requirements that are sometimes temporary in nature. In summary, **this strategic sourcing initiative will**:

- Test the ability to strategically source and apply lessons applicable to performance management and CPI services across federal agencies
- Develop standard requirements, processes, procedures and tools that can be leveraged and streamlined throughout the Federal Government
- Assist federal agencies in aligning investments in people, technology and organizational capital for the greatest impact
- Establish mechanisms to increase savings, value, and socio-economic participation
- Identify gaps in agency strategies, goals and initiatives that will allow time for corrective action
- Share best practices and build the performance management and CPI strategic sourcing community of practices
- Avoid unnecessary duplication of effort

2.1 Authorized BPA Users

A Deviation to the requirements of FAR 8.405-3 (a)(6) has been approved. Therefore, all warranted Contracting Officers from agencies eligible to order off GSA Multiple Award Schedules are authorized to use this BPA. See *"GSA Order ADM 4800.2G, Eligibility to Use GSA Sources of Supply and Services"* available for download here: http://www.gsa.gov/portal/category/100623

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2.2 Estimated Value of BPA

Agencies for which we have received estimates	
Agency	**Estimated Annual Agency Requirements**
General Services Administration	$ 18,000,000.00
Department of Defense	$ 10,000,000.00
Pension Benefit Guarantee Corporation	$ 3,600,000.00

Nuclear Regulatory Commission	$	1,000,000.00
Department of Homeland Security	$	150,000.00

Based on FPDS data research and the table above, we have estimated the value of this BPA to be approximately $60 million per year.

3.0 OBJECTIVE

This multiple award BPA is intended to leverage the Federal Government's requirements in the area of strategically sourcing of performance management and continuous process improvement (CPI) services. The overarching objective of this procurement is to equip agency officials with performance management, and process improvement tools and best practices which will enhance enterprise performance, institutional adaptation and organizational effectiveness.

4.0 SCOPE

To provide the required strategically sourced performance management and continuous process improvement (CPI) services support for federal agencies. GSA intends to establish a multiple award BPA for performance management and CPI services. Performance management information technology (IT) tools that are incidental to and in support of the performance management and (CPI) services may also be provided at the task order level as detailed in section 9.0 of this statement of work (SOW). Firm Fixed Price (FFP) and Time & Material/Labor Hour (T&M/LH) task orders with a not to exceed (NTE) ceiling can be issued under this multiple award BPA as performance management support services are required on specific projects. Contractor Teaming Arrangements (CTA), defined at http://www.gsa.gov/cta) are anticipated and strongly encouraged for this multiple award BPA. Only GSA MOBIS (or equivalent 00CORP) Schedule contractors can be a member of a CTA. The CTA does **not** include subcontractors or GSA contractors who do not have a MOBIS (or equivalent 00CORP) contract.

Contractor support is required to provide performance management services and strategic business analysis aimed at improving organizational performance. Performance management is the methodology to improve how well organizations, their people and processes perform. This includes all the processes, methods, information and systems used by managers to set strategy, measure performance, develop plans, improve performance, monitor execution, and report results to effectively and efficiently manage organization, people, process and assets to achieve sustainable success. Strategic business analysis is based on assessing the effectiveness and efficiency with which an agency's business strategy meets the requirements of its competitive marketplace.

The task orders to be issued under this multiple award BPA will be based on scopes of work defining specific requirements. This multiple award BPA will establish agreed upon minimum discount percentages. Discount percentages will be from the multiple award BPA holder's GSA Schedule contract rates/prices and will be used to calculate the maximum rates/prices that can

be utilized at the multiple award BPA order level. Multiple contractors in teaming arrangements are expected under this multiple award BPA. Consequently, competition of each task order will occur among the multiple awarded BPA holders as established by the BPA ordering procedures in accordance with FAR Part 8.405-3(c). Factors such as (but not limited to) price, past performance on prior task orders issued outside and under this multiple award BPA (quality of deliverables/services, timeliness, and cost control), socioeconomic status and potential impact on other orders placed with the contractor (e.g. capacity issues) may be considered in determining establishment of individual task orders. This multiple award BPA will contain onramp/offramp provisions to adjust the available pool of contractors if determined to be in the best interest of the Government. The first onramp/offramp determination is anticipated within one year of establishment of the initial round of multiple awarded BPAs. (See section 6.0 of the BPA terms and conditions detailing onramp/offramp procedures).

Due to the potential volume and estimated total dollar value of this multiple award BPA, contractors are encouraged to offer discounts greater than those required in the RFQ from their currently awarded Schedule prices. However, it is emphasized that there are no intended or implied guarantees regarding the Government's usage of this vehicle. This multiple award BPA will be established as a result of this RFQ and does not obligate any Government funds.

5.0 TASK ORDER TYPES

Firm Fixed Price (FFP) orders are preferred as stated in FAR 8.405-3(c)(3), the Government may place FFP or T&M/LH task orders. T&M/LH orders can only be placed if justified in writing IAW FAR 8.404(h).

6.0 PERIOD OF PERFORMANCE

6.1 BPA Period of Performance (additional details; see BPA terms and conditions section 4.1)

The duration of this multiple award BPA is for 5 years, contingent upon annual review in accordance with FAR 8.405-3(e). A GSA Schedule contractor's BPA will cease to exist upon occurrence of either of the following:

- The BPA is cancelled by either party in accordance with the BPA terms and conditions section 5.0 ;
- The BPA holder's GSA Schedule contract no longer exists.

6.2 Task Order Period of Performance (additional details, see BPA terms and conditions section 4.2)

Orders can be issued only against existing BPAs. Each order issued will have its own period of performance. Orders issued prior to but not completed before the BPA is cancelled/expires shall be completed in accordance with the BPA holder's GSA Schedule contract FAR clause 52.216-22. All GSA Schedule contract holders' clauses applicable to their contract can be

accessed via: www.gsaelibrary.gsa.gov Enter the contract number then access through the "view the specifics for this contract" link.

7.0 AGENCY ORDERING PROCEDURES (additional details; see BPA terms and conditions section attachment B2

Ordering activities shall follow the ordering procedures for ordering from BPAs detailed in FAR 8.405-3(c). In instances where an expedited response is requested, contractors should anticipate rapid response times, as little as two days.

8.0 TASKS

To fulfill the requirements of this PM/CPI multiple award BPA, the contractor/teams are expected to provide, but are not limited to, the following management services:

1. Strategic Planning and Program Evaluation
2. Strategic Business Analyses
3. Process and Performance Improvement
4. Communications and Change Management
5. Training, Certification and Recognition

8.1 Strategic Planning and Program Evaluation

The contractor shall provide support in organization wide strategic planning, program evaluation, monitoring & measurement.

8.1.1 Strategic Planning Support

Provide support in the development and maintenance of strategic plans which will allow agencies to establish linkage among planning elements such as mission, vision, goals, objectives, strategies, and performance management initiatives. Provide support in aligning organizational investments in people, technology and capital to the overall strategies. The contractor shall assist in the development and articulation of the agencies strategic vision with corresponding mission, business, and performance measures.

8.1.2 Program Evaluation, Monitoring & Measurement

Provide support in assessing the performance of programs against their intended goals through the development and maintenance of program evaluation and measurement criteria and methods.

8.2. Strategic Business Analyses

The contractor shall provide support in all the business related analyses, business cases and alternatives analyses required to define organizational strategy and/or improve organizational performance. This includes any study aimed at improving organizational results, assessing the effectiveness and efficiency of an agency's business strategies aligned with the requirements of its competitive marketplace.

8.2.1 Evaluate Business Strategy

This process should assess issues that are both internal and external to the agency. Internal assessment leads to an understanding of the agency's strengths and weakness. The external assessment leads to an understanding of the opportunities and threats facing the agency.

8.2.2 Identify Critical Issues and Priorities

Provide strategic planning method(s) such as the use of a SWOT analysis which will lead to an understanding of the critical issues that face an agency in maintaining or improving its competitive and financial performance. The combination of strengths, weaknesses, opportunities, and threats must be ranked by priorities so that action can be planned in a manageable way. Since managers have limited time and resources, it is important that actions be taken in order of importance.

8.2.3 Make Recommendations

Provide recommendations that address the critical issues for management actions in the short and long terms. We are seeking to improve the effectiveness of competitive strategies and the efficiency of their implementation.

8.3 Process and Performance Improvement

The contractor shall provide support in Process and Performance Improvement which consists of all necessary support to successfully initiate, launch, execute, manage, and evaluate performance management programs as well as core business operations. Support may be required in maintaining and improving the methodology and practices to improve how well organizations, their people and processes perform. Depending on the needs of customer agencies, the contractor shall provide expert assistance in all aspects of process and performance management, performance improvement and support. The contractor shall provide support to agency personnel to transfer the skills and knowledge necessary for long term operation.

8.3.1 Project Portfolio Management

Provide support in developing and maintaining processes and means to support tracking, integration, and oversight of high priority performance management and core business projects to improve the effectiveness and efficiency of operations.

8.3.2 Project Identification & Prioritization

Provide support in developing and maintaining a performance management identification and selection process to assist agencies in organizational analysis, development of a set of evaluation criteria, and applying a selection approach to identify the projects that provide the most benefit to the agency.

8.3.3 Project Selection

Based on the results of project identification and prioritization actions, provide support in developing and maintaining a project pipeline that aligns with the strategic priorities of the organization. The results of this effort will be the creation and maintenance of a project portfolio.

8.3.4 Project Execution

The organization will initiate projects based on the results of project identification and prioritization efforts or based on the project selection approach determined by the Government, the availability of appropriate resources, and established program governance procedures. Key elements to successful project execution that shall require contractor support include:

- Charter and team development, to include stakeholder engagement
- Strategy development to identify best process improvement approach to address project objectives per the charter
- Tracking and risk management to ensure projects stay on schedule

8.3.5 Project Closeout and Identification of Replication Opportunities

The contractor shall provide support in capturing and consolidating lessons learned in order to promote the application of similar process improvement opportunities across the enterprise, regionally and nationally or as appropriate.

8.4 Communications and Change Management

The contractor shall provide support in the process of moving the organization from an existing state to a future state in the areas of s governance, communications, and the documentation of best practices and lessons learned. The contractor shall assist the Government in developing strategies, tactics and plans that support the transition to new operational methods and practices.

8.4.1 Governance

A fundamental element of performance management is the active engagement and support of the organization's leadership in all aspects of the work. The contractor shall assist in developing the necessary governance and support to transition the organization.

8.4.2 Communications

Strategic communications are fundamental to the growth and adoption of a performance management oriented culture in the organization. The contractor shall assist the organization in developing strategies, tactics, and communications methods and processes to effectively inform key audiences about changes, create buy-in, gain understanding, and transition the organization, with the goal of steadily increasing

stakeholder engagement. Planning and execution of critical strategic business initiatives should be clear, consistent and relevant to all stakeholders involved.

8.4.3 Best Practices and Lessons Learned

The contractor shall assist the organization in collecting and disseminating best practices and lessons learned with the goal of encouraging project replication, collaboration and improving the overall performance management program deployment process.

8.5 Training, Certification and Recognition

The contractor shall provide support in providing training, certification, coaching and mentoring, and achievement recognition support for the purpose of establishing and maintaining a cadre of process improvement professionals

8.5.1 Training Planning and Delivery

Depending on the performance management program maturity, organizations may require a comprehensive analysis of their performance management training needs to support program objectives. Based on the results of the needs assessment, the contractor shall offer training that is in alignment with the organization's needs and strategic direction.

8.5.2 Training and Certification

Training and certification are key in establishing an in-house infrastructure that can effectively sustain and grow the agency's performance management program to the point of self-sufficiency. An effective training and certification program is required to support major performance management program implementations, change initiatives or introduction of new tools and concepts. The contractor shall support the agency in providing a fully integrated and standard (consistent with leading government and industry certification requirements) training and certification program that will result in the proper mix of qualified professionals, consistent with the organization's program objectives. Lean Six Sigma training and certification is a current example of such a program that shall be provided.

8.5.3 Coaching and Mentoring

Contractor support shall be provided in coaching and mentoring performance management program personnel. Coaches/mentors guide students in the appropriate application of tools and techniques introduced in training, assist the students in completing their assigned projects, and achieving certification at the level appropriate to their training. Successful coaching and mentoring will result in well executed projects that achieve their objectives and the development of a high performing in-house performance management infrastructure.

8.5.4 Achievement Recognition

Provide support to organizations in promoting a performance management oriented culture through regularly recognizing and rewarding individual and team accomplishments, consistent with established Human Resources procedures.

Provide support to organizations that desire external recognition through a number of organizational excellence competitions and programs such as:

- The Shingo Prize for Operational Excellence
- The Baldridge Performance Excellence Program
- The International Organization for Standardization (ISO) Quality Management Certifications
- Other industry, Government, and non-profit awards for accomplishments through performance management or process improvement

9.0 INFORMATION TECHNOLOGY (IT) TOOLS

Performance management IT tools (e.g. software or web-based tools) may also be provided at the task order level if they are incidental to and in support of the services provided in 8.1, 8.2, 8.3, 8.4 and 8.5 above. The tools can be provided by utilizing MOBIS SIN 874-5 and/or the FAR 51 Deviation as authorized at the task order level. Refer to BPA attachment B1- FAR 51 Deviation Ordering Guide for details on utilizing that procedure.

10.0 DATA RIGHTS

Any works first produced, created, or generated in the performance of any task orders under this multiple award BPA including all design, configuration, and arrangement of information and documentation developed by the contractor's personnel as a result of any order shall be the property of the U.S. Government without limitation as to usage rights. These data rights are not applicable to intellectual property such as copyrights, software licenses, or patents in existence prior to being developed at government expense.

11.0 PERFORMANCE MEASURES

See attachments A1, A2, A3 and A4 (included in one word document).

12.0 GENERAL COMPLIANCE REQUIREMENTS

12.1 Security Requirements

The contractor shall be required to obtain/possess varying levels of facility/personnel security clearances in the performance of task orders issued under this multiple award BPA as applicable at the task order level. All costs associated with obtaining/possessing such security clearances are the responsibility of the contractor.

Contractor personnel shall be required to have the appropriate level of investigation and/or security clearance for each agency and information system as applicable at the task order level.

Contractor personnel shall be required to obtain and maintain security badges and adhere to the installation security requirements as applicable at the task order level. Homeland Security Presidential Directive (HSPD-12) mandates the issuance of a common form of identification for all federal employees and contractors for use in accessing government-controlled facilities and information systems. As a result, contract employees that require access to federal facilities for 6 months or more shall have the ability to pass a National Agency Check with Credit (NACIC) background investigation and obtain the HSPD-12 identification, if necessary for performance, before receiving computer access. The Contractor shall be responsible for the cost of complying with HSPD-12.

12.2 Place of Performance

The work effort defined in this BPA shall be performed at various government site and/or contractor site locations both within the continental United States (CONUS) and outside the continental United States (OCONUS). A large majority of the federal agencies likely to use this multiple award BPA are headquartered and have a large number of office locations in the Washington, D.C. and surrounding metropolitan areas. The performance location requirements for specific agencies will be included in subsequent task orders placed against this multiple award BPA. Work may also be located within the high risk zones where some agencies operate.

12.3 Protection of Information

The contractor/teams shall be responsible for properly protecting all information used, gathered, disclosed, or developed as a result of work under this BPA. The contractor/teams shall also protect all government data by treating information as sensitive. If contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of this data is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

12.4 Section 508 Compliance

The provider shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when federal agencies develop, procure, maintain, or use electronic information technology, federal employees with disabilities have access to and use of information and data that is comparable to the access and use by federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Applicable standards are 1194.21-1194-26. Additional Section 508 information can be found at the following websites:

- http://www.access-board.gov/508.htm
- http://www.w3.org/WAI/Resources/
- http://www.epa.gov/inter508/toolkit/docs/getting_started_508_toolkit.pdf

12.5 Privacy Act

Work on this project may require personnel to have access to privacy information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

12.6 Organizational Conflicts of Interest

It is recognized by the parties that, in the course of the contractor's activities, its personnel may require access to or be given custody of certain information (whether in its original or derived form) submitted to the Government on a confidential basis (such as other Government contractors' business practices, designs, mission or operation concepts, sketches, management policies, cost and operating expenses, technical data and similar information) during the performance of task orders issued under the multiple award BPA. The contractor/teams agree that its employees with access will use and examine this information exclusively in performance of the work required under the order and for no other purpose whatsoever. The contractor/teams agree to indoctrinate all personnel who will have access to or custody of the information as to the nature of the confidential relationship under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to contractor personnel who do not have a need to know of the contents thereof for the performance of the order. All contractor personnel shall also be informed that they shall not engage in any other action, venture or employment wherein this information will be used for the profit or interest of any party. Contractor personnel may be required to sign a non-disclosure agreement prepared by the Government at the task order level prior to their receipt of any company proprietary or sensitive source selection data.

12.7 Confidentiality and Nondisclosure

Contractor generated preliminary and final deliverables, all associated working papers, and other material the Government deems relevant in the performance of each task order are the property of the U.S. Government and must be submitted to the task order CO upon request but no later than the dates required in each task order. All documents produced for each task order under this multiple award BPA are the property of the U.S. Government and cannot be reproduced, or retained by the contractor or team (excluding documentation that is intellectual property such as copyrights, software licenses, or patents in existence prior to being developed at government expense).

Personnel working on any task orders issued under this multiple award BPA may be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government and/or contractor information and documents.

Performance Management/CPI Services BPA

Attachment A1

General Services Administration

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Performance Management/Continuous Process Improvement (PM/CPI) Services

Multiple Award Blanket Purchase Agreement (BPA)

1.0 INTRODUCTION

This BPA level quality assurance surveillance plan (QASP) sets forth the procedures and guidelines the General Services Administration, Federal Acquisition Service, Office of Strategy Management, will use in ensuring the required performance standards or services levels are achieved by the contractor.

1.1 PURPOSE

The purpose of the QASP is to describe the systematic methods used to monitor BPA performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards identified in attachment A2.

This QASP defines the roles and responsibilities of all members of the integrated project team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT APPROACH

This QASP will define the performance management approach taken by the GSA/FAS Office of Strategy Management to monitor the contractor's performance to ensure the performance standards indentified in attachment A2 are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether acceptable performance under the BPA is being achieved by the contractor.

1.3 PEFORMANCE MANAGEMENT STRATEGY

The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under this BPA regardless of whether the work is performed by contractor employees, teaming partners, or subcontractors.

The government representative(s) will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against the performance standards shown in attachment A2. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1 Contracting Officer

The contracting officer (CO) is responsible for monitoring BPA compliance and administration and for resolving any differences between the observations documented by the GSA/FAS Office of Strategy Management contracting officer's representative (COR) and the contractor. The CO will designate a COR as the government authority for performance management.

2.2 Contracting Officer Representative

The contracting officer's representative (COR) is designated in writing by the CO to act as his or her authorized representative to assist in administering the BPA. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance.

3.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/ QUALITY LEVELS

The required BPA performance standards and/or quality levels are included in Attachment A2, "Performance Requirements Summary."

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The primary methods of surveillance are:

- Random monitoring, which shall be performed by the COR designated inspector.
- 100% Inspection – Each quarter, the COR, shall review the generated documentation and enter summary results into the Quality Assurance Monitoring Forms.
- Periodic Inspection – COR typically performs the periodic inspection on a quarterly basis.

4.2 Customer Feedback

The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction.

Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints and surveys.

Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the COR, as opposed to the contractor.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

Any customer complaints will be investigated by the COR using the Quality Assurance Monitoring Form – Customer Complaint Investigation, identified in Attachment A4.

4.3 Acceptable Quality Levels

The acceptable quality levels (AQLs) included in Attachment A2, Performance Requirements Summary Table, for contractor performance, are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls.

5.0 QUALITY ASSURANCE DOCUMENTATION

5.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in and assessed using the performance monitoring techniques shown in Attachment A2.

5.2 Monitoring Forms

The government's QA surveillance, accomplished by the COR, will be reported using the monitoring forms in Attachments A3 and A4. The forms, when completed, will document the government's assessment of the contractor's performance under the BPA to ensure that the required results are being achieved.

The COR will retain a copy of all completed QA surveillance forms.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 Determining Performance

Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

6.2 Reporting

At the end of each quarter, the COR will prepare a written report for the CO summarizing the overall results of the quality assurance surveillance of the contractor's performance. This written report, which includes the contractor's submitted quarterly report and the completed quality assurance monitoring forms (Attachments A3 and A4) will become part of the QA documentation. It will enable the government to demonstrate whether the contractor is meeting the stated objectives and/or performance standards including customer satisfaction with regard to Task Order cost/technical/scheduling performance.

6.3 Reviews and Resolution

The COR may require the contractor's project manager, or a designated alternate, to meet with the CO and other government IPT personnel as deemed necessary to discuss performance evaluation. The CO or COR will define a frequency of in-depth reviews with the contractor, however, if the need arises, the contractor will meet with the CO or COR as often as required or per the contractor's request. The agenda of the reviews may include:

- Quarterly performance assessment data and trend analysis
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness
- Issues arising from the performance monitoring processes.

The COR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance.

The COR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a BPA modification.

6.4 LIST OF ATTACHMENTS

Attachment A2-Performance Requirements Summary
Attachment A3-Quality Assurance Monitoring Form
Attachment A4-Customer Complaint Investigation

ATTACHMENT A2
PERFORMANCE REQUIREMENTS SUMMARY

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Incentive (Positive and/or Negative)
Quarterly Status and Sales Reports Submissions	Submission of accurate reports within established timelines	100%	Quarterly review of all reports submitted by BPA Contractor/ Team Lead	Positive: Continued BPA performance eligibility. Negative: Potential BPA Cancellation.
Customer Satisfaction	Compliance with agency issued task orders	Satisfactory/ Unsatisfactory	Semi-annual evaluation of BPA teams' cost, schedule, technical performance, via contact with a sample of BPA users. Evaluation of customer complaints.	Positive: Continued BPA performance eligibility. Negative: Potential BPA Cancellation.
Response to Task Order Opportunities	Submission of quotations for all task order opportunities	50%	Quarterly review of status reports received from BPA Contractor/Team Lead	Positive: Continued BPA performance eligibility. Negative: Potential BPA Cancellation.

ATTACHMENT A3

QUALITY ASSURANCE MONITORING FORM

BPA/TASK ORDER: _____

BPA TEAM LEAD: _____

SURVEY PERIOD: _____

SURVEILLANCE METHOD (Check):

❒ Random Sampling ❒ 100% Inspection ❒ Periodic Inspection ❒ Customer Complaint

LEVEL OF SURVEILLANCE (Check):

❒ Monthly ❒ Quarterly ❒ As needed

ANALYSIS OF RESULTS:

Service Provider's Performance (Check): ❒ Meets Standards

❒ Does Not Meet Standards

Narrative of Performance During Survey Period: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

PREPARED BY: _____ **DATE:** _____

ATTACHMENT A4

QUALITY ASSURANCE MONITORING FORM –
CUSTOMER COMPLAINT INVESTIGATION

CONTRACTOR: _____

BPA/TASK ORDER NUMBER: _____

DATE/TIME COMPLAINT RECEIVED: _____ _____ AM / PM

SOURCE OF COMPLAINT: _____ (NAME)

_____ (ORGANIZATION)

_____ (PHONE NUMBER)

_____ (EMAIL ADDRESS)

NATURE OF COMPLAINT:

_____
_____
_____
_____
_____
_____

RESULTS OF COMPLAINT INVESTIGATION:

_____
_____
_____
_____
_____
_____

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT:

_____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:

_____
_____
_____
_____
_____
_____

RECEIVED AND VALIDATED BY: _____

PREPARED BY: _____

DATE: _____

Performance Management/CPI Services BPA
Attachment B
Multiple Award BPA Terms and Conditions

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1.0 BPA Terms and Conditions

The Terms and conditions stated below are in addition to/inclusive of the BPA Statement of Work (SOW) (attachment A).

2.0 Applicable Schedule/Special Item Numbers (SINs) under this BPA

BPA for Performance Management/ Continuous Process Improvement services consists of the following GSA Multiple Award Schedule 874/00CORP MOBIS SINs (or equivalent Consolidated Schedule SINs):

874-1 Integrated Consulting Services
874-4 Training Services
874-5 Ancillary Supplies and/or Services*
874-7 Integrated Business Program Support Services

NOTE: Each SIN above is hyperlinked to GSA E-library showing a description of the SIN
*****SIN 874-5 is an optional SIN and may or may not be included on all BPAs

3.0 General

The Contractor shall comply with all terms and conditions of their awarded GSA MOBIS Schedule 874/00CORP contract under the BPAs and orders issued against the BPAs. In the event of any conflict between the schedule contract and the BPA, the terms and conditions of the Contractor's Schedule 874/00CORP contract shall prevail over the BPAs and Task Orders (TO), except to the extent that any discounts established in the BPA take precedence over Schedule 874/00CORP higher prices.

Ordering activities may add non-conflicting terms and conditions to individual orders. Additionally, any clauses incorporated at the TO Level required for small business set-aside orders shall be applicable to that order even if those clauses have not yet been incorporated to the GSA contract. The allowance for such clauses at the TO level is a term and condition of this BPA.

The terms and conditions in the BPAs apply to all orders placed pursuant to it. In the event of any conflicts between the terms and conditions of the BPA and TOs, the terms and conditions of the BPA will take precedence.

BPAs do not obligate funds. The Government is obligated only to the extent of authorized orders made under the BPAs. It is the responsibility of the individual ordering activities to ensure adequate funds are available. There is no limit on the dollar value of order purchases made under the resultant BPAs. The maximum order limitation shown in Schedule 874/00CORP FAR clause 52.216-19 does not limit the dollar value of an order. It is simply the dollar value above which a contractor does not have to honor. For a multiple award BPA, the maximum order limitation would have no practical effect as orders are competed. If a contractor does not wish to honor an order above the maximum order limitation threshold, they simply would not quote on that particular order RFQ.

This BPA does not contain prices. This BPA contains a minimum discount percentage applied to the BPA holder's GSA Multiple Award Schedule (MAS) prices in effect at the time of order issuance. This minimum BPA discount percentage is in addition to any other discount percentage (e.g., prompt payment or tiered discount) which already exists in the BPA holder's GSA MAS Contract. A BPA holder may quote additional discounts above the BPA minimum at the order level. Retroactive price increases are not allowed on existing Task Orders.

4.0 Period of Performance

4.1 BPA Period of Performance

The duration of the BPA is date of establishment through five years thereafter unless the BPA is cancelled or expires. A BPA expires when the BPA Contractor's GSA Multiple Award Schedule (MAS) contract which the BPA is predicated upon no longer exists (e.g., the GSA MAS contract is cancelled, expires from either an option not being exercised or no more options remaining). A BPA Contractor's GSA MOBIS Schedule 874 contract that is migrated to a Consolidated Schedule 00CORP contract is considered an administrative change to the BPA Contractor's GSA MAS Contract number for the purposes of this BPA. The BPA Contractor shall notify the GSA BPA Contracting Officer (CO) no less than 60 days prior to the anticipated effective date of the migration. Upon effective date of the migration, the GSA MAS contract number stated in the BPA will automatically be changed to reflect the GSA MAS 00CORP contract number.

4.2 Task/Delivery Order Period of Performance

Orders can be issued only against exiting BPAs. Orders issued will have their own period of performance. Orders issued prior to but not completed before the BPA ends shall be completed in accordance with the BPA Contractor's GSA Schedule contract FAR clause 52.216-22.

5.0 BPA Cancellation

Either party (the government or the GSA MAS BPA Contractor/BPA Level Team Lead) may cancel this BPA by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. BPA cancellation does not release the BPA contractor from the duty to continue TO performance on existing orders or complete BPA Level reporting requirements (BPA Terms and Conditions section 7.0). Ongoing orders continue in accordance with their own period of performance, even if the BPA is cancelled. Termination procedures for TOs are addressed in the underlying schedule contract.

6.0 Onramp/Offramp (open season) Provisions

This program will be reviewed annually to determine whether it is in the best interest of the Government to "reissue" an RFQ for purposes of adding additional BPA Contractors. The Government is under no obligation to solicit or establish additional BPAs. However, should such a determination to hold an open season be made, during this process the Government may add additional BPA teams or allow existing BPA Level Team Leaders the opportunity to restructure existing teams.

In the event that additional BPAs are established as a result of reissuing the RFQ ("open season"), the period of performance of the new "onramped" BPAs may be for a new 5 year or lesser period.

This open season will also allow the existing BPA Level Team Leaders to add new team members, delete current team members, and/or otherwise revise teaming arrangement(s) to respond to future TO requirements. Teams that are substantially changed may be reevaluated to determine if they still represent the best value to the Government and may be evaluated against newly quoted teams during the open season. The remaining period of performance of any existing BPAs (whether a CTA is substantially restructured or not) shall not change.

In very rare instances, unforeseen and/or urgent circumstances, replacements/additions of team members outside of annual open season may be approved. Additionally, small business team members may be added outside of an open season when an existing small business team member loses its size/socioeconomic representation during the BPA period of performance. Approval to add team members outside of an open season shall only be given by the BPA CO.

7.0 Reporting Requirements

Reporting requirements at the BPA level consists of providing notifications and copies of task order awards, and a two part quarterly status report as described below. The reports submitted will be used to assess contractor performance and program success, and to collect information, best practices, and lessons learned. Information that has been approved for release by BPA users will be disseminated to the PM/CPI community via a government wide portal. Reporting formats are subject to change throughout the life of the BPAs at no additional cost to the government.

7.1Task Order Award Notifications

The BPA level Contractor/CTA Team Lead shall provide email notification to the BPA Contracting Officer and GSA Program Manager (PM) within five (5) days of all new task orders awarded under this BPA. The notification shall include a brief description of the task, name of the requiring entity, period of performance, and estimated dollar value. In addition, the BPA level Contractor/CTA Team Lead shall provide one complete electronic copy of each order, including the statement of work, placed under the BPA to the BPA Contracting Officer and GSA PM within the five-day timeframe.

7.2 Quarterly Status Report Part 1

Part 1 of the Quarterly Status Report shall consist of high level and detailed information for each awarded task order. The BPA level Contractor/CTA Team Leads shall electronically update and submit Part 1 of the quarterly status report to the BPA Contracting Officer and GSA PM using the format identified in the excel workbook Attachment B4. Reports are to be submitted no later than 15 workdays after the end of each calendar year quarter. BPA contractors/CTA teams with no task orders awarded during the quarter are NOT required to submit the Part 1 quarterly status report unless there are changes to a previously submitted report. Regarding CTAs, provide the

information for EACH member as applicable. The status reports shall be cumulative, beginning from the time of BPA establishment, and include the following:

Task Order Report

- GSA MAS Contract No.
- BPA No.
- Task Order No.
- CTA Task Order Lead (Y/N)
- Ordering Entity
- Task Order Title
- Ordering CO name, phone number and email address
- Ordering Contracting Officer Representative name, phone number and email address
- Period of Performance (inclusive of base and options)
- Small Business set aside (Y/N)
- Small Business Socioeconomic Classification
- Task Order Value for each CTA member
- Order type (T&M, LH or FFP)
- Awarded task order price (inclusive of base and options)
- Total price at GSA schedule rates (with no discounts)
- Overall % discount
- Overall $ discount

Task Order Detail

- Task Order No./Line No.
- BPA task title (BPA SOW task area that encompasses task order work)
- GSA Schedule Contact Labor category Title
- GSA Schedule Contract # for labor category
- GSA Schedule Contract hourly rate (non-discounted rate)
- Task order hourly rate (discounted rate)
- Number of hours
- Discount %

7.3 Quarterly Status Report Part 2

Part 2 of the Quarterly Status Report shall consist of a report on task order competitions, marketing activities and information sharing opportunities. BPA contractors/CTA team leads shall submit Part 2 of the quarterly status report via email to the BPA Contracting Officer and GSA PM, organized in the format below. Reports are to be submitted no later than 15 workdays after the end of each quarter. BPA teams with no task orders awarded during the quarter are required to submit the Part 2 quarterly status report.

Quarterly Status Report – Part 2

BPA Lead Contractor:
BPA Lead Name:
BPA Lead Contact Information:
BPA Number:

Task Order Competitions

Number of task order request for quotations received:
Number of task order quotes submitted:
Number of task order awards received:
Total value of task order awards received: (include all base and option periods)
Comments:

Marketing Activities

Provide a brief narrative that addresses how many contacts were made during the quarter, which Agencies/Offices were contacted, an overall market assessment, and plans for the next quarter.

Information Sharing Opportunities

Provide a brief narrative and description of any information sharing opportunities identified during the quarter. Submit electronic copies of any materials that should be considered for posting to a portal for dissemination to BPA users. The materials include, but are not limited to: best practices, lessons learned, statements of work, and training materials.

8.0 Contractor Teaming Arrangements (CTAs – see http://www.gsa.gov/cta)

Contractor Teaming Arrangements (CTAs – see http://www.gsa.gov/cta) by MAS contractors are strongly encouraged to ensure the success of this program. If an entity is identified as a team member (which means a Schedule contractor working with another Schedule contractor, and is distinguished from subcontracting), all effort quoted for performance by that entity shall be priced based on the team member's GSA schedule less any discount agreed to in the BPA or further discounts quoted on an individual TO. Subcontractors, whether they hold a MAS or not, are not part of the "Team" for BPA CTA purposes and are not a party to the BPA CTA Agreement. Subcontractors (even if the subcontractor holds a GSA MAS) must utilize the labor categories/items rates/prices of the GSA MAS prime contractor they are subcontracting under. These same conditions apply to any BPA CTA member who is performing as a subcontractor on a particular TO rather than being named as a BPA CTA member awardee for that TO. At the TO level, the *BPA Level* Team Lead may offer that a BPA CTA Team Member take the lead and be directly named as the *TO Level* Team Lead under a resulting TO award (e.g., an order set-aside for small business). A team member receiving such a direct award may utilize other BPA CTA

team members on the BPA if allowed by the BPA CTA Agreement, and, in the case of a small business set-aside, those other CTA members being named as awardees in the TO are also small businesses. CTAs that include members outside the established BPA Level CTAs are not permitted to be formed at the TO Level.

To further illustrate the proper use of CTA members versus subcontractors see the examples below (any names resembling real companies is not intentional as they are being used for example purposes only)

Example 1 Subcontracting to another GSA MAS Holder

Assumptions:

- BPA CTA consists of the following companies:
- "Big Dawg"-Large Business BPA Level Team Lead
- "Umdibob"-Small business
- "Whizbang"-Small business
- TO is NOT set aside for small business
- TO level Team Lead will be Umdibob,

BPA Level Team Lead Big Dawg submits the quote on the TO (as all quotes MUST be from the BPA Level Team Lead). Big Dawg specifies in the quote that Umdibob will be *TO Level* team lead for 60% of the work, Whizbang for 20% and Big Dawg at 20%. However, Umdibob needs to subcontract out a portion of its 60%. The quote shows that Umidibob will subcontract to Company X who happens to be a MOBIS GSA Schedule holder. However, because Company X is operating as a "subcontractor" under Umdibob, those rates can be no higher than Umdibob's discounted rates quoted in the TO. Company X must map its labor categories through Umdibob's GSA MAS price list, not Company X's. The next question would be why not just form a new CTA specific to this Task Order to include company X and avoid this potentially confusing "subcontracting" scenario? This would not be allowed as Company X was NOT a member established in the BPA CTA. As stated earlier, forming a new CTA at the TO level that includes members outside the established BPA Level CTA is not permitted.

Example 2 Subcontracting to a CTA member on an order Set-Aside for Small Business

Assumptions:

- BPA CTA consists of the following companies:
- "Big Dawg"-Large Business BPA Level Team Lead
- "Umdibob"-Small business
- "Whizbang"-Small business
- TO IS set aside for small business
- TO level Team Lead will be Whizbang,

Order RFQ is issued as a set-aside for small business. In accordance with the BPA quoting instructions for small business set-asides, Big Dawg submits a cover letter in response to the quote. The cover letter states Big Dawg will not be performing as a CTA member on this TO and refers to the quote from the named Small business TO Level Team Lead (Whizbang).

Whizbang's quote details how it will be responsible for 75% and Umdibob (another small business CTA member) for 25% of the work. Whizbang needs to subcontract out a small portion of its share of the work (e.g, about 15% worth). It subcontracts that work to Big Dawg. Even though Big Dawg is not only a CTA member, but happens to be the BPA CTA team lead, the same conditions for subcontracting apply as shown in example number 1 above. The labor categories and prices utilized must be those of Whizbang's discounted prices as Big Dawg CANNOT perform as a CTA member (the TO is set-aside for small business), but CAN perform as Whizbang's subcontractor (within the limits of FAR 52.219-14 Limitations on subcontracting of course).

Remember, when a company is performing as a subcontractor (whether they hold a MAS Contract or not, whether they are a BPA CTA member or not) must map through the discounted labor categories/training/items of the BPA Holder they are subcontracting under, not their own.

9.0 Support Items

Contractors may utilize their GSA MAS awarded SIN 874-5 Ancillary Supplies and/or Services to provide a total solution (e.g. Information Technology (IT) Tools) if needed at the TO level. Contractors for which a BPA is established pursuant to this RFQ are required to make ancillary supplies and/or services contained in their GSA MAS contract award available at the same minimum discount percentage contained in the BPA. Additionally, if authorized by the ordering agency, a contractor may obtain Ancillary Supplies and/or Services via FAR 51 Deviation authority (see attachment B1 for details).

10.0 Price Adjustments

10.1 General

During the life of the BPA, the BPA discount percentage will remain the same amount relative to the current Schedule contract pricing (unless modified to the new discount percentage as detailed in the BPA discount percentage change section 10.2 below). For example, if a given labor category is $100 per hour and the BPA discount is 10%, the rate quoted on a new Task Order for that category must be $90 or less (additional discounting on Task Orders is encouraged). If, as a result of a modification to the Schedule contract (i.e. an economic price adjustment), the MAS contract rate is increased to $105 per hour, the rate quoted on a new Task Order must now be $94.50 or less. Retroactive price increases are not allowed on existing Task Orders.

10.2 BPA Discount Percentage Change

The following aggregate discount table shows the *additional* discounts that will apply at the specified dollar values. The dollar values shown in each tier represent the cumulative combined dollar value of task orders issued. For task orders issued that include options, this does not include the value of the options until they are exercised. If you are a BPA team member under a CTA, this dollar value is the combined dollar value of all task orders issued under that CTA (not just *your* dollar value of task orders). The discounts shown represent the *additional* discount that will be applied to the initial BPA discount. These additional discounts DO NOT RESET, they continue for the life of the program.

Team IBM Corporation Aggregate discount table

Tier Number	Aggregate Dollar Amount	Additional Discount %
Aggregate Tier 1 discount trigger	$2 million	1.0%
Aggregate Tier 2 discount trigger	$5 million	1.0%
Aggregate Tier 3 discount trigger	$8 million	1.5%
Aggregate Tier 4 discount trigger	$10 million	1.5%

When the aggregate dollar value of TOs is reached at each tier shown above, the BPA CO will execute a unilateral modification to increase the BPA discount percentage by the amount shown for that tier. Regarding CTAs, this modification will be executed for each BPA member under a CTA. For example, if the initial BPA discount were 5% and Tier 1 shows an additional discount of 2%, the BPA discount would increase to 7% from that point forward until the next tier is reached. The next tier would result in an increased discount added to the then current BPA discount of 7% and so on for each subsequent tier reached. While each member of a CTA can have different initial BPA discount percentages, the *additional* discount percentages shown in the table above apply to each team member.

11.0 Travel

11.1 Travel on T&M/LH orders

All travel costs associated with the performance of specific TOs will be reimbursed in accordance with the Federal Travel Regulations (FTR). Costs incurred for transportation and per diem (lodging, meals and incidental expenses) will be billed in accordance with the regulatory implementation of Public Law 99-234, FAR 31.205-46 Travel Costs, and the contractor's cost accounting system. These costs are directly reimbursable by the ordering agency if specifically authorized in the TO.

The contractor shall notify the TO CO in the TO quote of the requirement for reimbursement of transportation and per diem expenses, prior to traveling. As such, the TO shall include a "not to exceed" limit on these quoted costs. The Government shall NOT be charged G&A fees for any travel, unless other procedures are specified in the underlying GSA MAS contract. Any travel arrangement costs such as direct labor hours from a MAS contract labor category (e.g., administrative assistant for X hours to arrange travel) or indirect costs (to be stated in a fixed amount in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(2) (e.g., booking fee of $X per airline ticket) must be clearly detailed in each order quote to be considered for reimbursement at the order level.

Contractors shall be reimbursed only for any order level CO authorized and approved incurred travel costs at or below the "not to exceed" amount specified on the TO.

11.2 Travel on Firm Fixed Price Orders

The TO CO may either treat travel as a reimbursable expense (in which case the procedures at section 11.1 above apply) OR the TO CO may allow travel to be included in the lump sum quote for a Firm Fixed Price order. In this case, fair and reasonable pricing determination may be based on competition amongst Firm Fixed Price quotes (rather than the FTR). For example, a contractor may decide to quote Firm Fixed Price travel expenses equating to *less* than that allowed by the FTR in order to be more price competitive.

12.0 Restrictions on Other Work

The BPA Contractor, its employees, and subcontractors/consultants are not authorized to accept any instructions, interpretations, or requests for work; honor any changes or revisions which may incur expenditures or affect price; or take actions which affect the terms of performance or any other requirements of the BPAs and associated TOs unless authorized by the BPA CO for BPA issues and the TO CO for Task Orders.

13.0 Task Order Level Pricing Quotes

The BPA itself does not contain prices. It contains a minimum discount percentage that will be applied to the BPA Contractor's current GSA MAS contract pricing at the time the order is issued. When quoting on an order, the BPA contractor (or each BPA CTA member as applicable) shall show the GSA MAS contract number, BPA number, current GSA MAS contract labor category title/training/item, current GSA MAS contract rate/price, current BPA discount percent and resulting rate/price, and (if applicable) the additional TO specific discount percent and resulting price. See table below as an example:

GSA MAS Contract Number	BPA Number	GSA MAS Contract Labor Category Title	GSA MAS Contract Hourly Rate	BPA Discount	Additional Task Order Discount Percent	Total Task Order Discount	Task Order Quoted Hourly Rate
GS-10F-XX447	GS10F12LPA0001	Program Manager	$100.00	5%	2%	**7%**	**$93.00**
GS-10F-XX447	GS10F12LPA0001	Project Manager	$90.00	5%	3%	**8%**	**$82.80**

14.0 BPA Management (BPAM) Fee

At the present time a BPAM Fee is not applicable to this BPA. Therefore, the language in the last paragraph of section 14.0 below is inapplicable to this BPA (as it is currently ZERO %) until such time when/if GSA determines the need for this fee. **GSA reserves the right to change this BPAM fee as needed for program requirements. Any change to the BPAM fee will be via modification to the BPA.**

This BPA requires a BPAM fee of ZERO %. This is completely separate from and in addition to the GSA MAS Industrial Funding Fee which is already included in GSA MAS contract prices. The BPA contractor shall show and charge a BPAM fee of ZERO % for each TO. The BPAM

fee is calculated at ZERO% of the Task Order dollar value. This fee shall be charged as a separate BPAM fee CLIN in the TO. For T&M/LH task orders this fee shall be stated in a Not to Exceed amount. The BPA Level Team Lead shall be responsible to ensure that all BPAM fees collected at the TO Level are submitted to GSA once per quarter (every three months). Specific BPAM fee payment instructions will be provided after BPA establishment**.**

15.0 Orders Set Aside In Accordance With FAR 8.405-5

Any orders set aside for small business are restricted to small business BPA Contractors/ BPA CTA members being awarded under such orders.

16.0 BPA Administrative Functions

Upon or after award, the Contracting Officer may designate one or more administrative functions to the GSA PM to oversee the performance of the BPA. A written notification shall be sent to the BPA Contractors indicating the administrative functions assigned to the PM.

The BPA CO is the only person authorized to make or approve any changes to the requirements or terms and conditions contained in the BPA. In the event the Contractor makes any BPA changes at the direction of any person other than the BPA CO, the change will be considered to have been made without authority and no adjustment will be made to cover any increase in cost incurred as a result thereof.

The GSA points of contact responsible for overall administration of this BPA are:

Name: Brad deMers
Title: Contracting Officer
U.S. General Services Administration
Address: 400 15th Street SW
Auburn, WA 98001
Phone: 253-931-7196
E-mail: brad.demers@gsa.gov

The BPA Program Manager assigned to this BPA is:

Name: Paul Recklau
Title: Program Analyst
U.S. General Services Administration
Address: 1800 F Street, NW
Washington, DC 20405
Phone: 703-605-3646
E-mail: paul.recklau@gsa.gov

Additional points of contact may be specified after BPA establishment. The Contractor may be asked to provide required BPA reports to these points of contact as well.

17.0 Contractor Key Personnel

The BPA contractor/CTA Team Lead shall provide a matrix of all key personnel with POC information designated by BPA Level PM and Order Level key project personnel as a condition of BPA establishment. Any changes to the matrix after BPA establishment must be approved by the BPA CO. An administrative modification to the BPA is **NOT** required for such changes. The changes will become effective upon an E-mail from the BPA CO approving the changes.

18.0 Agency Ordering Procedures

See Attachment B2. These procedures are intended for ordering activities issuing orders under this BPA. GSA reserves the right to modify these ordering procedures at any time (e.g., change them to reference a website for further guidance, make changes based on regulation changes to FAR 8.4, etc.).

19.0Task Order Quoting Instructions

See Attachment B3. These instructions are intended for the BPA holder quoting on TO RFQs under this BPA. GSA reserves the right to modify these instructions at any time (e.g., change them to reference a website for further guidance, make changes based on regulation changes to FAR 8.4, etc.).

20.0 List of Attachments

Attachment B1- FAR 51 Ordering Guide
Attachment B2-Agency Ordering Procedures
Attachment B3-Task Order Quoting Instructions

U.S. General Services Administration

Federal Acquisition Regulation (FAR) Part 51 Deviation Ordering Guide

Pub Number: 10-00253
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Version: 1

One Country. One Mission. One Source.

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1.0 Introduction

1.1 Purpose

Federal Acquisition Regulation (FAR) 51.1, Contractor Use of Government Supply Sources, prescribes policies and procedures under which contractors may use government supply sources. Currently, contracting officers may authorize contractors to use General Services Administration (GSA) sources of supply in the performance of cost-reimbursement contracts and under other limited scenarios when determined to be in the best interest of the Government.

In order to better meet the needs of GSA's customer agencies, a deviation to FAR Part 51.1 has been approved to expand the authority of contractors to use GSA sources of supply. Specifically, Federal Government contracting officers have been authorized to give GSA contractors access to the Federal Supply Schedule (FSS) and GSA Global Supply Programs when deemed appropriate for fulfillment of their agency requirements. Please note that the FSS Program is inclusive of those Schedules managed by the Department of Veterans Affairs. This authority is limited to orders:

- Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR 51 deviation must be T&M/LH;
- For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;
- Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
- Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

1.2 Benefits

The ability for GSA contractors to purchase from the FSS and Global Supply Programs benefits our customers and contractor community.

- Allows GSA contractors to provide a total contract solution to meet customers' needs.
- Expands upon existing benefits of GSA vehicles, such as streamlining of procurements, ease of ordering, leveraged pricing, time savings, and responsible contractors.
- Meets customer needs expeditiously because the ancillary supplies and services are readily available from the FSS Program or Global Supply Program.
- Reduces agency procurement and contract administration costs.
- Provides agencies opportunities to increase utilization of small businesses.
- Reduces the necessity for government furnished equipment (GFE), which is labor intensive to properly administer.
- Simplifies market research via existing GSA eTools.
- Encourages competition among contractors to seek the best solution, resulting in cost savings to the Government.
- Enables use of supply funds by contractors, which is the preferred payment method for some agencies.

1.3 Definitions

- Federal Government: The eligible user of the FAR Part 51 deviation.
- Buying Contractor: The contractor who receives the primary order from the Federal Government and subsequently acts as the Federal Government's agent when placing an order to the selling contractor.
- Selling Contractor: The contractor who receives the secondary order placed under the FAR Part 51 authority from the buying contractor.
- Authorization: Written approval from the Federal Government for the contractor to use a Government supply source.
- Time and Materials: A time-and-materials contract provides for acquiring supplies or services on the basis of— direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and actual cost for materials (FAR16.601(b)).
- Labor Hour: A labor-hour contract is a variation of the time-and-materials contract, differing only in that materials are not supplied by the contractor (FAR 16.602).

2.0 Criteria for Use

When utilizing the authority granted under the FAR Part 51 deviation, all of the following criteria need to be met.

2.1 Primary Orders Are Issued on a Time-and-Materials (T&M)/Labor-Hour (LH) Basis

All or part of a primary order (order issued from the Federal Government to the buying contractor) must be on a T&M/LH basis. A portion of the primary order may be fixed price, but the items to be purchased under the FAR Part 51 authority must be structured on a T&M/LH basis. T&M/LH contracts/orders are utilized when it is not possible at the time of award to estimate accurately the extent or duration of the work or to confidently anticipate the costs. Prior to awarding an order with a "not to exceed ceiling price", the Federal Government verifies that the ceiling price for support items and services purchased is reasonable.

When GSA contractors place orders with MAS and Global Supply contractors under the FAR 51 authority, the buying contractor who is purchasing the items must not add a fee or markup to the items. Additional fees/surcharges/markups are NOT permitted. Items must be invoiced at the price for which they were procured from the selling contractor.

2.2 Orders Are Limited to FAR 8.405-1, Ordering Procedures for Supplies, and Services Not Requiring a Statement of Work

Buying contractors must follow the procedures outlined in ***FAR 8.405-1***. The procedures are used when ordering supplies and services that are listed in the Schedule contract at a fixed price for the performance of a specific task, where a statement of work is not required (e.g., installation, maintenance, and repair).

Purchases made on behalf of the Federal Government under the FAR 51 Part authority <u>should not</u> be issued to a contractor's own firm(s), subsidiary(s), subcontractors or teaming partners in order to maximize competition.

2.3 Supplies and/or Services are Ancillary to the Primary Purpose of the Order

Supplies and/or services procured under the FAR 51 authority must be ancillary in nature. The supplies and services shall not be the primary purpose of the work ordered, but an integral part of the total solution that is offered. Please note that there are different and additional requirements associated with Special Item Numbers (SINs) on numerous Schedules that contain Ancillary Repair and Alternations (R&A).

2.4 Use of Deviation is Not Available to State and Local Governments

The authority does not extend to state and local ordering activities and is intended for use only by Federal Government contracting officers.

3.0 Responsibilities

3.1 Federal Government

The Federal Government Must:

- Use the FAR 51 deviation appropriately and in accordance with applicable FAR Parts, including FAR Part 51 and the guidance contained in this ordering guide.
- Include Clause 52.251-1 Government Supply Sources, in applicable Request for Quotes (RFQs). The RFQ should also specifically state that items may be proposed on a T&M/LH basis using the FAR Part 51 authority. However, the Federal Government may <u>not</u> mandate that the quote/proposal include items under FAR 51.
- Issue a written authorization to the buying contractor in accordance with FAR Subpart 51.102. An authorization template, that contains additional information specific to the FAR Part 51 deviation, is provided in Section 6.0.
- Ensure that the buying contractor is in compliance with the written authorization and has followed the ordering procedures in FAR 8.405-1 to promote competition. Compliance with FAR 8.405-1 can be verified by requesting from the buying contractor evidence that competition has been conducted, e.g. RFQ, quotes received, etc.
- Include the supplies and services ordered by the buying contractor in the dollar amount reported to Federal Procurement Data System (FPDS-NG) in accordance with FAR 4.606. Orders from GSA stock and the GSA Global Supply Program do not need to be reported in FPDS-NG.
- Assign the AAC or DODAAC if the contractor will be using the GSA Global Supply Program.

3.2 Buying Contractor

Contractors Placing Orders Must:

- Identify and separate those ancillary supplies/services that are proposed to be purchased under the FAR Part 51 authority on the quote submitted to the Federal Government and on the subsequent invoice.
- Purchase supplies and/or services at the Schedule contract price (or lower) with no fee/surcharge/markup. If supplies and/or services are provided by the selling contractor at lower than the contract price, the buying contractor must pass on the savings by invoicing the Federal Government accordingly.
- Ensure that the products and/or services procured under FAR 51 procedures are ancillary to the overall project/order.
- Provide a copy of the written authorization from the Federal Government with each applicable order to the selling contractor.
- Ensure that the buying contractor's Schedule contract number is on each order issued to the selling contractor.
- Remit full payment to the selling contractor.
- Submit documentation of the transmittal of full payment to the selling contractor when invoicing the Federal Government.
- Follow any applicable FSS or GSA Global Supply Program ordering procedures in addition to procedures outlined in FAR 8.405-1 and FAR Part 51. For more information on placing orders with GSA Global Supply, please visit **www.gsaglobalsupply.gsa.gov**.

3.3 Selling Contractor

Schedule Contractors Accepting Orders Must:

- Have the ability to accept or reject orders from the buying contractor.
- Ensure that a copy of the written authorization from the Federal Government is included in the order issued by the buying contractor.
- Ensure that the buying contractor's contract number is shown on each order.
- Sell to the buying contractor at the MAS contract price or lower pursuant to FAR 8.4.
- Understand that a purchase made under the authority of FAR Part 51 does not trigger a price reduction under GSAR clause 552.238-75, Price Reductions.
- Include on each invoice the language, "in care of '[name of government agency]' under written authorization from _____ dated _____".
- Assume the financial risk and other risks of selling directly to another contractor. Any dispute involving the distribution of payment between the buying and selling contractor will be resolved without any involvement by the Federal Government. Since each contractor has a Schedule or Global Supply contract, each contractor is held accountable under the terms and conditions of its contract for any problems, such as warranty or performance issues.
- Track and report sales as Schedules contract sales, and remit the Industrial Funding Fee (IFF) accordingly.

3.4 Global Supply

GSA Global Supply will:

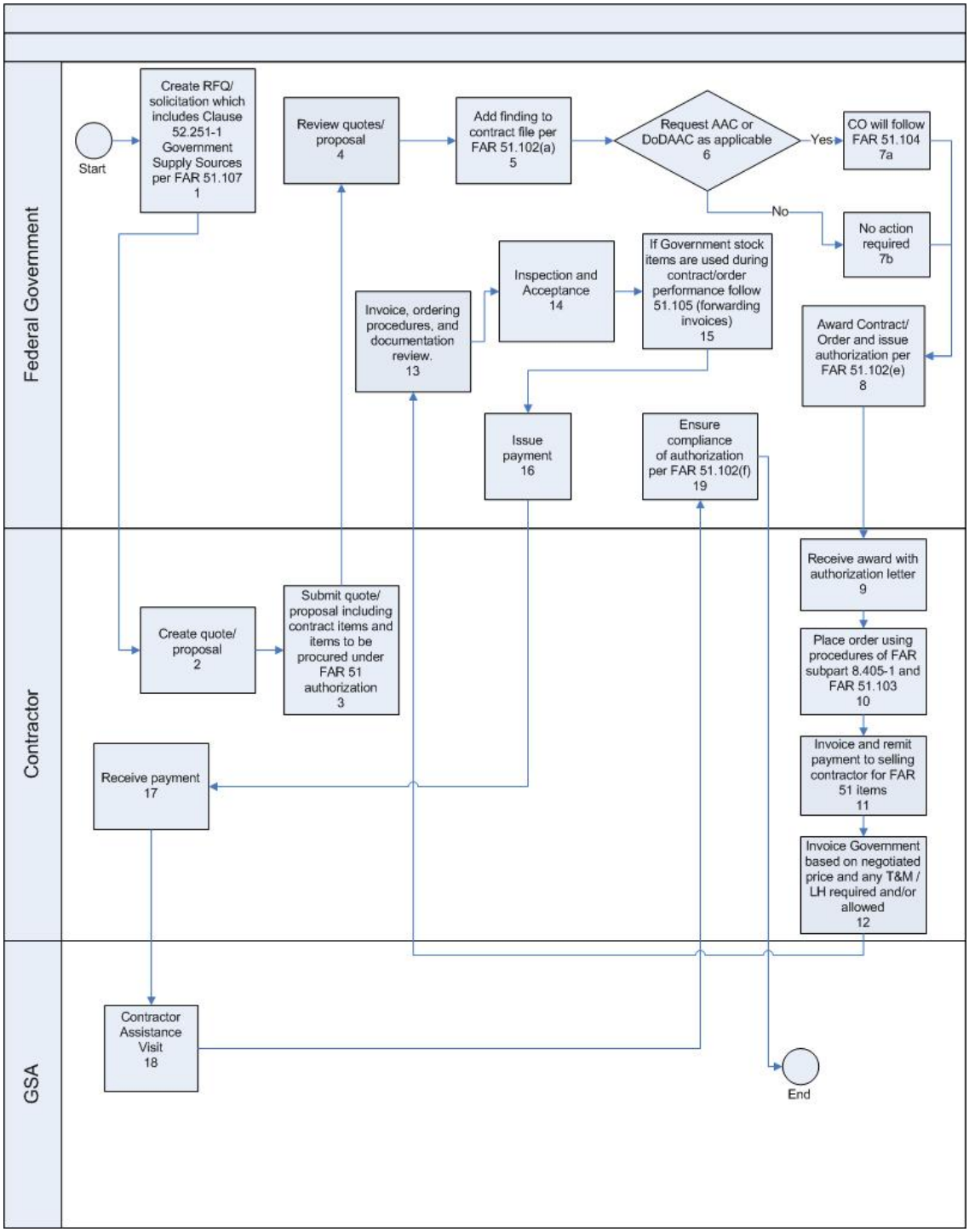
- Accept all orders from buying contractors, provided the contractor provides evidence that he has the proper authorization and an Activity Address Code (AAC) or Department of Defense Activity Address Code (DODAAC).
- Charge the standard price.
- Follow normal requisition processes using assigned AAC or DODAAC.

4.0 Process

The process map below outlines the general ordering process and each stakeholder's responsibilities for use of the FAR Part 51 deviation. The process steps are numbered in sequential order, and the following section (4.2) elaborates on each of the steps.

For more information on placing orders with the FSS Program, please visit **www.gsa.gov/schedules-ordering**. For more information on placing orders with GSA Global Supply, please visit **www.gsaglobalsupply.gsa.gov**.

4.1 Process Map



4.2 Explanation of Process Steps

4.2.1. (Federal Government) Include Clause 52.251-1

The Federal Government includes Clause 52.251-1, Government Supply Sources, in all solicitations/Request for Quotes (RFQ) to indicate to prospective offerors that items to be procured under the FAR Part 51 deviation may be proposed as part of the quote/proposal. The solicitation/RFQ should also specifically state that the items will be awarded on a T&M/LH basis. The Federal Government should not mandate that the quote/proposal include items under FAR Part 51.

4.2.2 (Buying Contractor) Create quote(s)/proposal

The buying contractor is responsible for preparing a quote/proposal in accordance with the solicitation/RFQ requirements. The contractor does not have to utilize FAR Part 51; however, if he chooses to do so, all ancillary items to be purchased pursuant to the FAR Part 51 authority will be proposed on a T&M/LH basis with an established ceiling price. Items proposed to be purchased under FAR 51 should be clearly labeled as such and separated from proposed, fixed price Schedule items.

4.2.3 (Buying Contractor) Submit quote(s)/proposal

The contractor submits the prepared quote(s)/proposal to the Federal Government.

4.2.4 (Federal Government) Review quote(s)/proposal

The Federal Government reviews the submitted quotes/proposals in accordance with the RFQ/solicitation and FAR Subpart 8.4.

- T&M/LH – When reviewing a T&M/LH pricing structure where a not to exceed or estimate is used for all proposed items, including ancillary items and services, the Contracting Officer will verify that the estimated price/ceiling price is reasonable given the proposed labor mix, level of effort, type of other direct costs included, etc.
- Combination of Fixed Price and T&M/LH - The Contracting Officer will review the proposed items under the contractor's schedule contract as a fixed price and will verify that the estimated ceiling price for support items and services to be purchased pursuant to the FAR Part 51 authority on a T&M/LH basis is reasonable.

4.2.5 (Federal Government) Add written finding supporting the issuance of the authorization to the contract file per FAR 51.102(a)

The Federal Government will place a written finding in the contract file that supports issuance of the authorization to the buying contractor to use Government supply sources in accordance with FAR 51.102(a).

4.2.6 (Federal Government) Request AAC or DODAAC as applicable

This step is applicable for orders being placed with GSA Global Supply. An AAC is a code that identifies an activity that has authority to requisition or receive material. The DODAAC serves a similar purpose for DOD activities. In accordance with FAR 51.104, the Federal Government will request an AAC/DODAAC with a time limited access code for the contractor, as applicable, so that the contractor may requisition for the contract.

4.2.7 Is an AAC or DODAAC required?

a) *Yes*
Follow FAR 51.104 Furnishing Assistance to Contractors, which describes how the Federal Government should go about helping the contractor with the AAC and the associated ordering information and instructions - FEDSTRIP or MILSTRIP and forms

b) *No*
No action is needed.

4.2.8 (Federal Government) Award contract or order and issue authorization per FAR 51.102(e)

The authorization must include all of the applicable elements listed in FAR 51.102(e). A suggested template is attached in Section 6.0. Please note that the Federal Government may include any other limitations or conditions in the authorization when necessary, e.g. dollar value thresholds (FAR Part 51.102(e)(4)).

4.2.9 (Buying Contractor) Receive award with written authorization

When the contractor receives the contract or order award, it will include a copy of the written authorization (see Step 8).

4.2.10 (Buying Contractor) Place order using proper procurement procedures

The buying contractor must comply with FAR 8.405-1 when purchasing from the Federal Supply Schedules and follow the normal requisition process when purchasing from the Global Supply Program. In addition to the procedures outlined in FAR 51.103, the contractor should also follow the best practices outlined in this ordering guide. The buying contractor must provide a copy of the authorization provided by the Federal Government to the selling contractor.

4.2.11 (Buying Contractor) Invoice and remit payment to selling contractor for items procured under the FAR 51 authority

The buying contractor must remit full payment to the selling contractor prior to invoicing the Federal Government.

4.2.12 (Buying Contractor) Invoice the Government

The buying contractor submits an invoice reflective of the pricing agreement. The contractor passes through the purchase price of items procured under FAR Part 51 with no fee or markup. Items purchased under the FAR Part 51 authority should be identified and separated from the rest of the items on the invoice. The buying contractor should provide appropriate documentation that the selling contractor has been paid in full.

4.2.13 (Federal Government) Invoice, ordering procedures and documentation review

The Federal Government reviews the invoice prior to approving payment. In a T&M/LH order, the Federal Government is paying the contractor at the schedule price paid by the contractor (minus any discount) for individually line itemed labor-hours and materials. It is the Federal Government's responsibility to ensure that the contractor has complied with all stipulations in the written authorization. The Federal Government should request additional documentation to support that the contractor followed the appropriate procurement procedures.

4.2.14 (Federal Government) Inspection and Acceptance

The Federal Government inspects and accepts the products and/or services.

4.2.15 (Federal Government) If Government stock items are used during contract performance follow FAR 51.105 (forwarding invoices)

FAR 51.105 states that GSA, DOD and VA will wait to forward a bill for supplies from Government Stock to a contractor until the supplies have been shipped.

4.2.16 (Federal Government) Issue payment

The Federal Government will authorize and issue payment.

4.2.17 (Contractor) Receive payment

The contractor who placed the order receives payment from the Federal Government.

4.2.18 (GSA) Contractor Assistance Visit (CAV)

The Industrial Operations Analyst (IOA) conducts Contractor Assistance Visits (CAVs) periodically throughout the contract term.

4.2.19 (GSA)

The Industrial Operations Analyst (IOA) generally conducts Contractor Assistance Visits (CAVs) at mid-term and end of the contract term. The CAV is a review of the contractor's processes to meet Federal Supply Schedule contract requirements.

CAV Question (new in late 2010) – Was an order(s) placed by a GSA contractor for a Government Federal Government and fulfilled by a Federal Supply Schedule contractor?

a) *No*
No review is needed.

b) *Yes*
Starting in late 2010 and as part of the routine CAV, the IOA will also verify that a written authorization(s) is in place for applicable sales. The IOA will report accordingly to the GSA Contracting Officer for the Schedule contract.

4.2.20 (Federal Government) Ensures that authorization and ordering procedures are followed properly

The Federal Government Contracting Officer who grants the authorization is responsible for ensuring that the contractor has complied with the written authorization and all applicable regulations.

5.0 Questions and Answers

Question: Can the Federal Government Contracting Officer tailor the written authorization?

Answer: Yes. FAR Part 51.102(4) permits the authorization to be tailored. The Contracting Officer may limit the scope and purchasing authority by customizing the authorization to limit the scope to specific supplies or services, specific schedules, dollar thresholds, socioeconomic requirements, etc.

Question: Does the selling contractor have to accept an order placed by the buying contractor?

Answer: No. Accepting an order from a buying contractor is optional.

Question: When the buying contractor is procuring Schedule items from another Schedule contractor, does the buying contractor have to report the sales to GSA and pay the IFF?

Answer: No. The selling contractor is responsible for reporting sales and remitting the IFF.

Contractors placing orders do not report sales and remit IFF on items procured under FAR Part 51. When acting under the authority granted by the FAR 51 deviation, the buying contractor is an authorized user of GSA's FSS and Global Supply Programs. The products/services procured under this authority are not considered to be MAS sales because these items are not on the buying contractor's Schedule contract and are therefore not subject to sales reporting and IFF remittance. To ensure that the sales are segregated appropriately, adjustments to the buying contractor's sales tracking system may be necessary.

Question: So even though the selling contractor is selling their Schedule items to another Schedule contractor, the sales are still considered to be Schedule sales?

Answer: Yes. Contractors accepting orders report sales and remit IFF on items procured under FAR Part 51. When accepting orders from the buying contractor with a valid authorization, selling contractors are making MAS contract sales to an authorized user of the FSS Program pursuant to the FAR 51 deviation. As such, the products/services procured under the authority are considered to be MAS contract sales. All contract requirements for sales reporting and IFF remittance apply. To ensure that the sales are segregated appropriately, adjustments to the selling contractor's sales tracking system may be necessary.

Question: Does the Price Reduction clause apply to FAR Part 51 sales?

Answer: No. In the normal course of business, FSS contractors are contractually obligated to notify the GSA Contracting Officer of price reductions in accordance with GSAM clause 552.238-75 Price Reductions. However, GSA contractors purchasing from the FSS Program and/or Global Supply Program in accordance with FAR 51.101 are authorized users; therefore, pursuant to GSAM clause 552.238-75(d)(2) Price Reductions, there is no price reduction for sales to eligible ordering activities under a Schedule contract.

Question: Can the Federal Government modify an existing order to incorporate the FAR 51 authority?

Answer: No. The authorization needs to be issued with the original order.

Question: Can the Federal Government modify an existing Blanket Purchase Agreement (BPA) to incorporate the FAR 51 authority?

Answer: No.

Question: Can the buying contractor add any additional markup/fee onto the items procured under the FAR 51 authority, even if the fee is associated with a legitimate cost like a material handling charge?

Answer: No. The items procured under the authority must be passed through to the Federal Government at the MAS contract price less any applicable discount. No markup of any kind is permitted on this portion of the order.

Question: Can the buying contractor use GSA e-Buy to satisfy the requirements of FAR 8.405-1?

Answer: Not yet. GSA intends to make the necessary modifications to e-Buy to permit use by contractors in the near future. It's also possible that GSA will mandate e-Buy or other electronic tools; however, at the moment, these tools are not available for contractor use.

Question: If the buying contractor chooses not to use the FAR 51 authority, what other options are available to satisfy the Federal Government's overall requirement?

Answer: There are other options available. Refer to **www.gsa.gov** for more information. For example, if permitted by the order, contractors may use contractor team arrangements (**www.gsa.gov/cta**), subcontracts, and open market items in accordance with FAR 8.402(f).

6.0 Authorization Template

A. This FAR 51 deviation authorization is for orders:

- Placed on a time-and-materials (T&M) basis;
- For supplies/services that are ancillary or in support of the overall order;
- Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
- For new contracts and orders. Authorizations under the FAR 51 authority cannot be issued on existing contracts or orders; and
- Placed by the Federal Government. The authorization is not available to state and local governments.

This authorization is limited to the following dates: The period from _____ to _____.

This authorization is limited to the following specific dollar amount: _____ per period_____.

This authorization is limited to the following Federal Supply Schedule(s): All___
Limited to only the following Schedule(s):

_____

_____

This authorization is limited to the following Global Supply Program product(s): All____
Limited to only the following product(s):

_____

_____

The property acquired under this authority will:

Automatically vest in title to: Government _____ Contractor_____

Additional limitations or conditions for use of this authority:
_____
_____
_____
_____

B. As a user of this authority under the Federal Supply Schedule Contracts, you must comply with the following:

- Follow any applicable FSS ordering procedures in addition to procedures outlined in FAR 8.405-1. FAR 51, agency supplements, any other applicable statutes and regulations;
- In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the terms and conditions of your Federal Supply Schedule contract will govern;

- Pass through supplies and/or services at the Schedule contract price (or lower) with no fee/surcharge/markup. If supplies and/or services are provided by the selling contractor at lower than the contract price, the savings must be passed on to the government by charging the ordering activity accordingly;
- Ensure that the products and/or services procured under FAR 51 procedures are ancillary to the overall project/order;
- Provide a copy of the written authorization from the ordering activity with each applicable order;
- Ensure that the Schedule contract number is on each order;
- Remit full payment to the selling contractor prior to invoicing the ordering activity;
- Not issue any orders under the FAR 51 authority to my own firm(s), subsidiary(s), subcontractors or teaming partners; and
- Ensure that the selling contractor includes on each invoice, "in care of '[name of government agency]' under written authorization from _____ dated _____".

C. As a user of this authority under the GSA Global Supply Program, you must comply with the following:

- Follow any applicable GSA Global Supply Program ordering procedures;
- Ensure that the products and/or services procured under FAR 51 procedures are ancillary to the overall project/order;
- Provide a copy of the written authorization from the ordering activity with each applicable order;
- Ensure that the Global Supply number is on each order; and
- Not issue any orders under the FAR 51 authority to my own firm(s), subsidiary(s), subcontractors or teaming partners.

Contractors placing orders for Government Supply shall—

(1) Comply with the requirements of the contracting officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the Government activity address code obtained by the contracting officer in accordance with 51.102(e) along with the contractor's assigned time limited access code, when ordering from GSA Customer Supply Centers. Time limited access codes should be reviewed at periodic intervals and extended/cancelled based on the Government's need; and

(3) Order only those items required in the performance of their contracts.

The contractor is hereby authorized to use the following supply source(s):

The GSA Supply Program (Requisitioning with FEDSTRIP or MILSTRIP): **Yes** **No**

Note: When requisitioning from GSA or DoD, the contractor shall use FEDSTRIP or MILSTRIP, as appropriate, and include the activity address code assigned by GSA or DoD. This authority should be time limited with automated pass code expiration and accounts monitored. When requisitioning from the VA, the contractor should use FEDSTRIP or MILSTRIP, as appropriate, **Optional Form 347**, Order for Supplies or Services (see 53.302-347), or an agency-approved form. When placing orders for helium with the Bureau of Land Management, the contractor shall reference the Federal contract number on the purchase order;

Performance Management/CPI Services BPA
Attachment B2
Multiple Award BPA Terms and Conditions
Agency Ordering Procedures

Instructions for contractors to submit a quotation are included in Attachment B3.

The following instructions will serve as the general draft of the ordering procedures FAS will provide to customer agencies, in an ordering guide and are provided for informational purposes only. FAS reserves the right to modify, simplify, or clarify these ordering procedures without modifying this BPA. FAS will provide an informational copy of any ordering guide developed to all BPA Team Leads.

General Ordering Procedures

1. The ordering activity shall review the BPA Statement of Work (SOW) and the Special Item Numbers (SINs) stated in section 2.0 of the BPA Terms and Conditions.

2. The ordering activity shall ensure their requirement fits within the scope of the BPA SOW and SIN(s) reviewed.

3. The ordering activity shall ensure all internal reviews (e.g. legal review) as required by ordering activity policies have been completed.

4. The ordering activity shall follow the ordering procedures at FAR 8.405-3(c) for orders under Multiple-Award BPAs.
    a. Develop a SOW in accordance with (IAW) FAR 8.405-3(c)(3).

    b. Ensure fair opportunity IAW FAR 8.405-3(c) (2). The suggested method for issuing the Task Order (TO) Request for Quote (RFQ) to is to utilize GSA e-buy (www.gsa.gov/ebuy reference FAR 8.402(d)).

5. The ordering activity shall only accept quotes via the *BPA Level* Team Lead as all BPA holders are from a Contractor Team Arrangement (CTA).

    a. The quote shall be coordinated by the *BPA Level* Team Lead even if the *BPA Level* Team Lead will not be performing as a CTA member on that particular Task.

    b. The quote will specify which member is performing as the *TO Level* Team Lead (which may or may not be the *BPA Level* Team Lead). The quote will also state which CTA members are performing and their respective dollar value of performance to satisfy the requirements of the TO. Reference BPA Terms and Conditions section 8.0 for information on CTAs.

    c. Only CTA members established in the BPA CTA can be named as awardees in the TO. Forming new CTAs at the *TO Level* that include CTA members outside the established BPA CTA is not permitted. Reference BPA Terms and Conditions section 8.0 for information on CTAs.

6. The ordering activity should establish firm-fixed priced orders to the maximum extent practicable. For T&M/LH orders, the ordering activity shall follow the procedures at FAR 8.404(h).

7. The ordering activity may include agency specific regulations/terms and conditions in the TO that do not conflict with the GSA FSS contract or the BPA terms and conditions.

8. The ordering activity may utilize the FAR 51 deviation as detailed in the BPA Terms and Conditions attachment B1.

9. The ordering activity shall be responsible for administering the resulting TO.

Small Business Set-Aside Ordering Procedures

1. Orders may be set-aside for small business IAW FAR 8.405-5.

2. Follow the BPA General Ordering Procedures stated above in addition to the following:
    a. Review the size status of the BPA contractors on GSA E-library (go to www.gsaelibrary.gsa.gov, enter the GSA (not BPA, but GSA FSS) contract number to review the current size status).

    b. Review the team members' size status for those team members that cover the SINs needed. If fewer than three different BPA holders (from three different teams) are shown to be a small business (or the socioeconomic status contemplated in the set-aside), then the order cannot be set-aside without a limited sources justifications IAW FAR 8.405-6.

    c. While the *BPA Level* Team Leads are the ones who are provided the RFQ and coordinate the quotes, only a small business (or the socio-economic status contemplated in the set-aside) CTA member can be awarded on the TO. *BPA Level* Team Leads who are Large Businesses have been instructed to respond to set-aside RFQs with a cover letter stating they cannot be named as an awardee in the TO and will attach a quote from the small business CTA member who will be named *TO Level* Team Lead for that TO.

    d. A BPA CTA Small business member *TO Level* Team Lead can include other small business BPA CTA members in response to a TO RFQ.

    e. A BPA CTA small business member *TO Level* Team Lead may subcontract within the limits of FAR 52.219-14 Limitations on Subcontracting for TOs set-aside for small business. Refer to BPA Terms and Conditions Section 8.0 Contractor Teaming Arrangements for subcontracting details.

3. Any BPA holder who is a large business (or a small business who does not meet the socioeconomic status designated in the set-aside) cannot be named as an awardee (performing either as a *TO Level* Team lead or CTA member) for TOs set-aside for small business. This does NOT preclude them from performing as a subcontractor within the limits FAR 52.219-14 Limitations on Subcontracting for TOs set-aside for small business. Refer to BPA Terms and Conditions Section 8.0 Contractor Teaming Arrangements for subcontracting details.

4. Until the FSS contracts are modified, incorporate the following clauses to the TO (as applicable):
    - 52.219-14 Limitations on Subcontracting (NOV 2011)
    - 52.219-13 Notice of Set-Aside of Orders (NOV 2011)
    - 52.219-3 Notice of Total HUBZone Set-Aside or Sole Source Award (NOV 2011)
    - 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
    - 52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
    - 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (NOV 2011)
    - 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011)

FPDS Recording Procedures

1. Contractor Team Arrangements (CTA) pose unique challenges to purchase order systems. While all CTA members of a particular Team are a party to that BPA, only ONE FSS Contract number can be associated with ONE unique BPA number from a system perspective. Due to this system limitation, all CTA members have been assigned a unique BPA number. This does NOT mean each CTA member has a standalone BPA. Each member has its own unique BPA number for Federal Procurement Data System (FPDS) recording purposes only.

2. Regarding how **BPAs** themselves show in FPDS, the awarded Indefinite Delivery Vehicle (IDV) ID is the BPA number and the referenced IDV ID for that BPA number is the CTA member's FSS Contract number.

3. Regarding how **orders** show in FPDS, an order will have its unique number as the Award ID with a referenced IDV ID number which will be a specific BPA number. Ensure that when you issue the task order in your purchase order system, you record the correct BPA number in FPDS as the IDV ID for the CTA member who is leading the Task Order. This is especially vital for orders that are set-aside to small business as only small business CTA members from the team can perform as CTA members on such orders.

General Task Order (TO) Level Quote Instructions

1. These instructions are intended for the BPA holder quoting on TOs under the BPA.

2. Regarding BPA CTAs, only the *BPA Level* Team Lead can respond to RFQs.

3. In addition to the information required by the ordering agency RFQ, the quote must include at a minimum the following information:
    a. The pricing information detailed in section 13.0 of the BPA Terms and Conditions.

    b. Regarding BPA CTAs, designation of the *TO Level* Team Lead (may be *different* than the *BPA Level* Team Lead).

    c. Regarding BPA CTAs, the quote must clearly distinguish the dollar value and specific performance amongst CTA team members being quoted.

Small Business Set-Aside Quoting Instructions

1. Orders may be set-aside for small business IAW FAR 8.405-5.

2. For BPA CTAs with a *BPA Level* Team Lead who is other than a small business (or a small business who does not meet the socioeconomic status designated in the set-aside), if responding to an RFQ, the *BPA Level* Team Lead shall respond as follows:
    a. A cover letter explaining they are the *BPA Level* Team who cannot perform as a BPA CTA member on the TO as they do not meet the business size designation in the RFQ.

    b. Reference and include a quote from a BPA CTA member who is a small business (or small business who meets the socioeconomic status designated in the set-aside) and will be named the *TO Level* Team Lead for that Task.

    c. The quote from the small business *TO Level* Team Lead shall follow the BPA General TO Level Quote Instructions in paragraph 3 above.

    d. The quote from the small business *TO Level* Team Lead can only include BPA CTA members who also meet the small business size or socioeconomic status designated in the set-aside.

3. Any BPA holder who is a large business (or a small business who does not meet the socioeconomic status designated in the set-aside) cannot be named as an awardee

(performing either as a *TO Level* Team lead or CTA member) for TOs set-aside for small business. This does NOT preclude them from performing as a subcontractor within the limits of FAR 52.219-14 Limitations on Subcontracting for TOs set-aside for small business. Refer to BPA Terms and Conditions Section 8.0 Contractor Teaming Arrangements for subcontracting details.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	**PM/CPI BPA Quarterly Report**																
2																	
3	**GSA Schedule Contract Number**	**BPA Number**	**Task Order Number**	**Task Order Lead (Y/N)**	**Ordering Entity**	**Task Order Title**	**Ordering CO Name, Phone, Email**	**Ordering COR Name, Phone, Email**	**POP Base&Options**	**SB Set aside (Y/N)**	**SB Socioeconomic Classification**	**Estimated Value**	**T&M/LH or FFP**	**Awarded Total Price**	**Total Price at GSA Schedule Rates**	**% Discount**	**$ Discount**
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16																	

	A	B	C	D	E	F	G	H
1	**PM/CPI Task Order Detail**							
2	**Task Order No./Line No.**	**BPA SOW Task Area Title**	**GSA Schedule Contract Labor Category Title**	**GSA Schedule Contract Number**	**GSA Schedule Hourly Rate**	**Task Order Hourly Rate**	**Number of Hours**	**Discount %**
3								
4								
5								
6								
7								
8								
9								
10								
11								

This is a cumulative report for all task orders issued against the BPAs issued to each Contractor/CTA. There are 2 tabs, one for overall task order information, and one for specific task order details. Please update previously reported task orders on a quarterly basis if individual task orders are modified in a way that changes total price or period of performance. The following is provided to explain each data field:

Task Order Report Tab

Column	**Explanation**
A	Enter GSA schedule contract number of each CTA member performing on task order
B	Enter BPA number for each CTA member performing on task order
C	Enter task order number
D	Enter Y (for Yes) or N (for No) to indicate whether or not this line represents the CTA lead for this task order
E	Enter the ordering agency name
F	Enter the task order title
G	Enter the ordering Contracting Officer name, phone number and email address
H	Enter the ordering Contracting Officer Representative name, phone number and email address
I	Enter the task order period of performance inclusive of base and option periods
J	Enter Y (for Yes) or N (for No) to indicate whether or not the task order was set aside for small business
K**	Enter SB if this line represents a small business, followed by the socioeconomic classification if any (ex. SB/wo, SB/d, SB/v, SB/h, etc.)
L	Enter the estimated task order dollar value that will be allocated to this CTA team member.If this is a Task order with Options, enter the value awarded for the base period. When options are e
M	Enter T&M if the task order is time and materials, LH if the task order is labor hours, or FFP if the task order is firm fixed price, or ("T&M/FFP," or "LH/FFP") if the task order is a hybrid
N	Enter the total awarded price/value for lines with a "Y" in column D (indicates team lead). If this is a Task order with Options, enter the value awarded for the base period. When options are e
O	Enter the total price/value assuming the use of GSA schedule rates without any BPA or additional discounts applied for lines with a "Y" in column D (indicates team lead) If this is a Task order
P	Enter the overall % discount between N and O above
Q	Enter the overall $ discount between N and O above

Task Order Detail Tab

Column	**Explanation**
A	Enter the task order number and spreadsheet line number from the Task Order Report tab
B	Enter the task area title(s) section 8 of the BPA statement of work that encompass the task order work (e.g. "Section 8.2 Strategic Business Analyses")
C	Enter the labor category/categories that are being used for the task order (one line per labor category)
D	Enter the GSA Schedule Contract Number for the labor category in Column C
E	Enter the GSA schedule hourly rate for each labor category
F	Enter the task order hourly rate of the awarded task order
G	Enter the estimated number of hours (for T&M and LH only) for each labor category
H	Enter the % discount between E and F above