

1.0 Introduction of the FAR 51 Deviation



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 GSA contractors to use GSA sources of supply. Specifically, Federal Government contracting officers are now authorized to give all 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 contracts/orders:

- Placed on a time-and-materials (T&M)/labor-hour (LH) basis—a contract awarded or an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the contract/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 contract/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 (applicable only to orders placed against Schedule contracts); and
- 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.

- 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 GSA contractor who receives the primary contract/order from the Federal Government and subsequently acts as the Federal Government's agent when placing an order to the selling Schedule contractor or GSA Global Supply. The buying contractor can be any GSA contractor (Schedule contractors, Global Supply vendors, PBS contractors, etc.)
- Selling Contractor: The contractor who receives the secondary order placed under the FAR Part 51 deviation authority from the buying contractor. The selling contractor must be a Schedule contractor or GSA Global Supply.
- Authorization: Written approval from the Federal Government for a contractor to use a Government supply source.

2.0 Criteria for Use



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

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

Items on the contract/order issued to the buying contractor from the Federal Government must be T&M/LH. The overall contract/order can be fixed price, but the items to be purchased under the FAR Part 51 authority must be structured on a T&M/LH basis. Commonly, this is accomplished by including an optional line item in the Request for Quote (RFQ)/proposal and a corresponding line item on the subsequent contract/order.

When GSA contractors place orders with Federal Supply Schedules and GSA Global Supply under the FAR Part 51 deviation authority, the buying contractor who is purchasing the items is not permitted to add a fee or markup to the items. Items must be invoiced at the price for which they were procured from the selling contractor.

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

Supplies and/or services procured under the FAR Part 51 deviation 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 Alterations (R&A).

2.3 For Orders Placed Against Schedule Contracts, 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](#) when purchasing items from a Schedule contractor. These 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).

The following outlines various procurement scenarios and the associated ordering procedures under which buying contractors can utilize the deviation authority to acquire ancillary products and services from Federal Supply Schedules:

- a. When performing under a **non-FSS** time-and-materials or labor-hours contract, use FAR 8.405-1;
- b. When performing under an FSS time-and-materials or labor hours order and buying items from another FSS vendor's contract (i.e. selling contractor's contract) that are available on the buying contractor's FSS contract, use FAR 8.405-1.
 - The buying contractor may choose to procure supplies and services from another contractor's FSS contract or GSA Global Supply, even when those supplies and services are available on the buying contractor's FSS contract, if the price of those supplies or services can be found for a lower price from the selling contractor or GSA Global Supply.
- c. When performing under an FSS time-and-materials or labor hours order and buying items from another FSS vendor's contract (i.e. selling contractor's contract) that are **not** available on the buying contractor's FSS contract, use FAR 8.402(f). In this scenario, the buying contractor does not have the supplies or services awarded on their FSS contract, and they are purchasing them from a selling contractor or GSA Global Supply utilizing the deviation authority.
 - The buying contractor must procure the items as they would "open market" items in accordance with FAR 8.402(f) but utilize the Federal Supply Schedules or GSA Global Supply to make the purchase.
 - When the buying contractor does not have the ancillary supplies/services on their FSS contract, in addition to notating that the items are being procured with the deviation authority, the buying contractor must also label the items as "open market items," even though they are utilizing another contractor's Schedule or GSA Global Supply.

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 Part 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 RFQs/solicitations. The RFQ/solicitation should also specifically state that items offered that may be procured using the FAR Part 51 deviation authority must be proposed on a T&M/LH basis. However, the Federal Government should not mandate that the quote/proposal include such items.
- 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. If utilizing the Schedules Program, ensure that the buying contractor has followed the ordering procedures in FAR 8.405-1 to promote competition. Compliance with FAR 8.405-1 can be verified by requesting evidence from the buying contractor that competition has been conducted, e.g. RFQ, quotes received, etc.
- For Federal Supply Schedule orders if the buying contractor is purchasing from the Federal Supply Schedules or Global Supply program, and does not have the ancillary supplies/services on their MAS contract, the Federal Government must ensure the items are procured IAW FAR 8.402(f) and labeled as “open market items”.
- 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 the GSA Global Supply Program do not need to be reported in FPDS-NG because they are automatically reported by GSA systems.
- If the buying contractor is using the Global Supply Program, ensure that the sponsoring agency's authorized Point of Contact (POC) requests assignment of an Activity Address Code (AAC) or Department of Defense Activity Address Code (DoDAAC) from GSA or DoD.
- The deviation can be authorized in instances where the buying contractor will be purchasing supplies or services in line with FAR 8.405-6. However, when possible, do not limit sources, if sources are limited, the Limited Source Justification (LSJ) will need to be posted by the customer on FedBizOpps (FBO) in accordance with 8.405-6(b)(3).

3.2 Buying Contractor

Contractors Placing Orders Must:

- Identify and separate those ancillary items that are proposed to be purchased under the FAR Part 51 deviation authority on the quote/proposal submitted to the Federal Government and on the subsequent invoice.
- When purchasing from a Schedule contract, purchase items at the Schedule contract price (or lower) with no fee/surcharge/markup. If items 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 items procured under FAR 51 deviation authority are ancillary to the overall order/contract.
- Provide a copy of the written authorization from the Federal Government with each applicable order to the selling contractor. When purchasing from GSA Global Supply, the written authorization only needs to be submitted with the request for assignment of the AAC or DoDACC and not with each order.
- If the buying contractor is a Schedule contractor, and the buying contractor's Schedule contract is being utilized for the transaction, ensure that the buying contractor's Schedule contract number is on each order issued to the selling contractor.
- The buying contractor must follow the ordering procedures outlined below:
 - When performing under a **non-FSS** time-and-materials or labor-hours contract, use FAR 8.405-1;
 - When performing under an FSS time-and-materials or labor hours order and buying items from another FSS vendor's contract (i.e. selling contractor's contract) that are available on the buying contractor's FSS contract, use FAR 8.405-1.
 - The buying contractor may choose to procure supplies and services from another contractor's FSS contract or GSA Global Supply, even when those supplies and services are available on the buying contractor's FSS contract, if the price of those supplies or services can be found for a lower price from the selling contractor or GSA Global Supply.
 - When performing under an FSS time-and-materials or labor hours order and buying items from another FSS vendor's contract (i.e. selling contractor's contract) that are **not** available on the buying contractor's FSS contract, use FAR 8.402(f). In this scenario, the buying contractor does not have the supplies or services awarded on their FSS contract, and they are purchasing them from a selling contractor or GSA Global Supply utilizing the deviation authority.
 - The buying contractor must procure the items as they would "open market" items in accordance with FAR 8.402(f) but utilize the Federal Supply Schedules or GSA Global Supply to make the purchase.
 - When the buying contractor does not have the ancillary supplies/services on their FSS contract, in addition to notating that the items are being procured with the deviation authority, the buying contractor must also label the items as "open market items," even though they are utilizing another contractor's Schedule or GSA Global Supply.
- 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 Schedule (FAR 8.405-1) or GSA Global Supply Program ordering procedures. For more information on placing orders with GSA Global Supply, please visit www.gsaglobalsupply.gsa.gov.

3.3 Selling Contractor

The following applies to contractors accepting orders:

- 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.
- If the buying contractor is a Schedule contractor and is using its Schedule contract, ensure that the buying contractor's contract number is shown on each order.
- For Schedule orders, sell to the buying contractor at the Schedule contract price or lower pursuant to FAR 8.4.
- For Schedule orders, understand that a purchase made under the authority of the FAR Part 51 deviation 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 [Contracting Officer's name] dated [insert date of authorization]"
- 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 Federal contract, each contractor is held accountable under the terms and conditions of its contract for any problems, such as warranty or performance issues.
- For Schedule orders, track and report sales as Schedules contract sales, and remit the Industrial Funding Fee (IFF) accordingly.

3.4 Global Supply

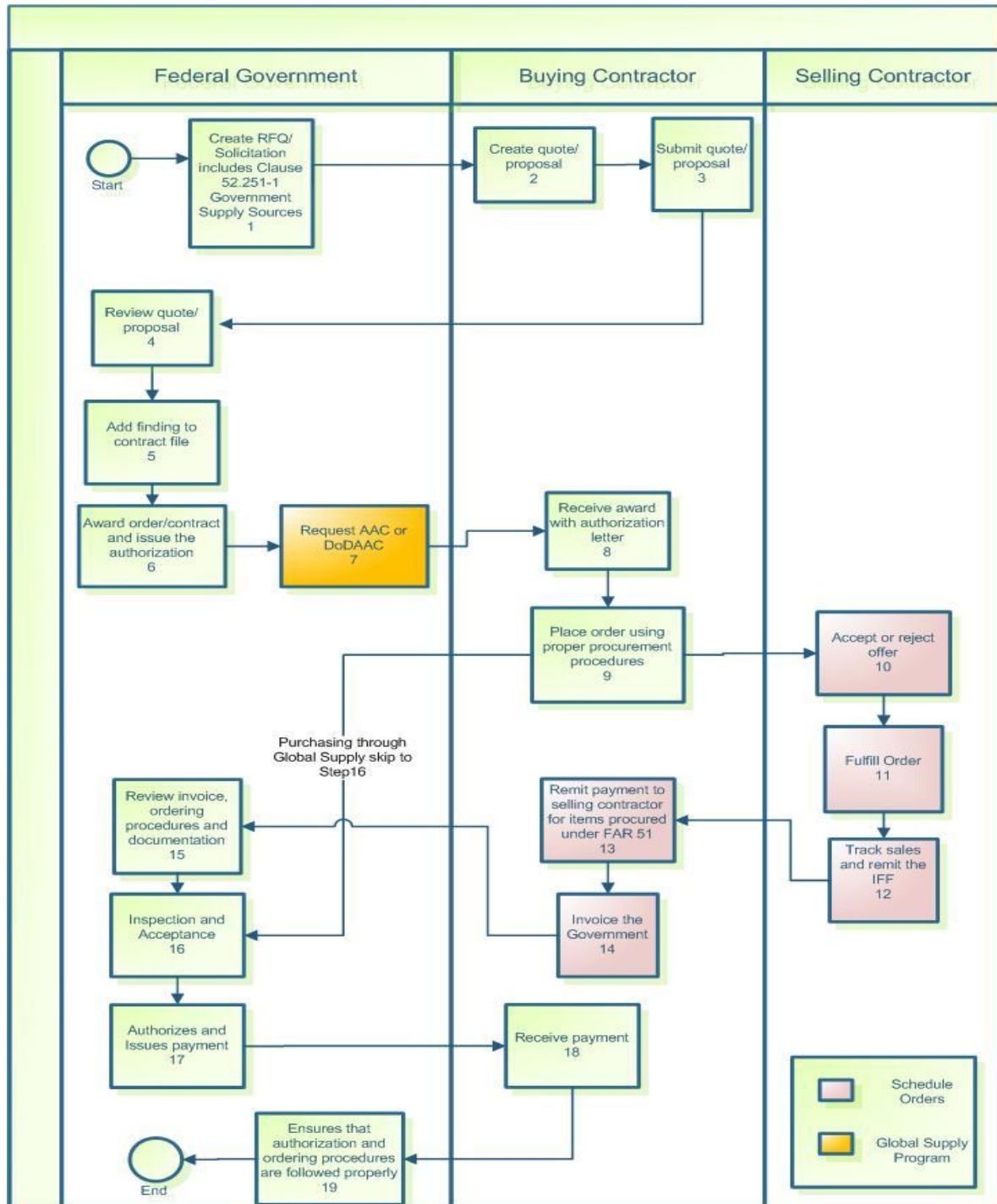
GSA Global Supply will:

- Accept all orders from buying contractors, provided the contractor has been assigned an AAC or DoDACC. The buying contractor will provide evidence of proper authorization to GSA or DoD at time of request for AAC/DoDAAC.
- Charge the standard price.
- Follow normal requisition processes using assigned AAC or DoDAAC.

4.0 Process

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

4.1 Process Map



4.2 Process Steps

1. **(Federal Government) Include Clause 52.251-1, Government Supply Sources**
The Federal Government includes Clause 52.251-1, Government Supply Sources, in all RFQs/solicitations 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 RFQ/solicitation 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**.
2. **(Buying Contractor) Create quote/proposal**
The buying contractor is responsible for preparing a quote/proposal in accordance with the RFQ/solicitation 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** deviation authority must be proposed on a T&M/LH basis with an established ceiling price. Items proposed to be purchased under the **FAR Part 51** deviation authority should be clearly labeled as such and separated from any proposed fixed price items.
3. **(Buying Contractor) Submit quote/proposal**
The contractor submits the prepared quote/proposal to the Federal Government.
4. **(Federal Government) Review quote/proposal**
The Federal Government reviews the submitted quotes/proposals in accordance with the RFQ/solicitation and FAR Part 8.4 (applicable only to Schedule orders).
 - o 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.
 - o Combination of Fixed Price and T&M/LH - The Contracting Officer will review any items proposed as 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.
5. **(Federal Government) Add written finding supporting the issuance of the authorization to the contract file**
The Federal Government places 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).
6. **(Federal Government) Award order/contract and issue the authorization**
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 51.102(e)(4)).
7. **(Federal Government) If the contractor is purchasing from the GSA Global Supply Program, request an AAC or DoDAAC through their agency authorized POC**
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 requests an AAC/DoDAAC with a time limited expiration date for the contractor, as applicable, so that the contractor may requisition for the order/contract. The buying contractor is responsible for providing evidence of proper authorization to GSA or DoD at time of request for AAC/DoDAAC.

8. (Buying Contractor) Receive award with written authorization

The order/contract must include a copy of the written authorization (see Step 6).

9. (Buying Contractor) Place order using proper procurement procedures

For schedule orders, the buying contractor must comply with FAR 8.405-1, FAR 8.402(f) when performing under an FSS time-and-materials or labor hours order and buying items from another FSS vendor's contract (i.e. selling contractor's contract) that are not available on the buying contractor's FSS contract, the procedures outlined in FAR 51.103, and the best practices outlined in this ordering guide. The buying contractor must also provide a copy of the authorization provided by the Federal Government to the selling contractor.

When purchasing from the GSA Global Supply Program, the contractor follows the normal requisition process.

10. (Selling Contract) Accept/reject order

If the selling contractor is a Schedule contractor, the order can be accepted or rejected in accordance with GSAR clause 552.238-72, Scope of Contract (Eligible Ordering Activities).

GSA Global Supply must accept all orders from buying contractors, provided the contractor has been assigned an AAC or DoDACC.

11. (Selling Contractor) Fulfill order

For Schedule orders, ensure that a copy of the written authorization is included in the order and that the buying contractor's contract number is on the order. Sell to the buying contractor at the Schedule contract price or lower pursuant to FAR 8.4.

12. (Selling Contractor) Track sales and remit the Industrial Funding Fee (IFF)

For Schedule orders, the sale to the buying contractor is a Schedule sale. Accordingly, the sale must be reported to GSA, and the IFF must be remitted.

13. (Buying Contractor) Remit payment to selling contractor for items procured under FAR 51 authority

For Schedule orders, the buying contractor remits full payment to the selling contractor prior to invoicing the Federal Government.

14. (Buying Contractor) Invoice the Government

For Schedule orders, 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** deviation authority should be identified and separated from the rest of the items on the invoice. When the buying contractor does not have the ancillary supplies/services on their FSS contract, in addition to noting that the items are being procured with the deviation authority, the buying contractor must also label the items as "open market items" even though they are purchased utilizing the Schedules or global supply. The buying contractor should provide appropriate documentation that the selling contractor has been paid in full.

When utilizing the GSA Global Supply Program, items purchased must be disclosed to the Federal Government but not invoiced because payment occurs separately through the normal AAC/DoDAAC process.

15. (Federal Government) Review invoice, ordering procedures and documentation

The Federal Government reviews the invoice prior to approving payment. 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.

16. **(Federal Government) Inspection and Acceptance**

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

17. **(Federal Government) Issue payment**

The Federal Government authorizes and issues payment.

18. **(Buying Contractor) Receive payment**

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

5.0 Questions and Answers

DFARS 208.405-70 and GSA Multiple Award Schedules

Question:

There is a lot of information in the ordering guide on Schedule orders. Is it true that the deviation only applies to Schedule contractors?

Answer:

No. The deviation permits ALL GSA contractors to purchase from Schedules or GSA Global Supply. The requisition process for GSA Global Supply is relatively simple. For Schedule orders, the guidance is more elaborative because there are more process steps and acquisition regulations to consider.

Question:

Is the deviation only available for T&M/LH contract types?

Answer:

The overall order may be fixed price, but the items to be procured using the FAR Part 51 deviation must be T&M/LH. For example, the order placed by the Government to the buying contractor may be a fixed price order for building maintenance services with additional time & material contract line item numbers (CLINs) for the purchase of ancillary supplies. In such a scenario, the buying contractor could procure the ancillary supplies from a Schedule contractor or GSA Global Supply, but not the fixed price maintenance services.

Question:

Can the Federal Government tailor the authorization?

Answer:

Yes. FAR Part 51.102(4) permits the authorization to be tailored. The Federal Government 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. For Schedule orders, the selling contractor can reject the order from the buying contractor.

Question:

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

Answer:

The buying contractor will only report the sales and remit the IFF when the Government is procuring items from its GSA Schedule contract. When the buying contractor procures items from a selling contractor's Schedule, the selling contractor should report the sales and remit the IFF. To ensure that the sales are segregated appropriately, adjustments to the buying contractor's sales tracking system may be necessary.

Question:

In the scenario above, the selling contractor is selling its Schedule items to another Schedule contractor. The sales are still considered to be Schedule sales?

Answer:

Yes. Schedule 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 Schedule 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 Schedule 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:

Does the Contractor Assistance Visit (CAV) cover the FAR 51 deviation?

Answer:

The Industrial Operations Analyst (IOA) conducts Contractor Assistance Visits (CAVs) with Schedule contractors periodically throughout the contract term. The CAV is a review of the contractor's processes to meet Federal Supply Schedule contract requirements. If the selling contractor has made sales to a buying contractor under the FAR Part 51 deviation authority, the IOA will 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. Please note that compliance with the written authorization for orders and any necessary actions will remain the Federal Government's responsibility.

Question:

Can the Federal Government modify an existing contract/order to incorporate the FAR 51 authority?

Answer:

No. The authorization needs to be issued with the original contract/order.

Question:

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

Answer:

No. The authorization needs to be incorporated when the BPA is established.

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 price paid. No markup of any kind is permitted on this portion of the order.

Question:

Are there plans to modify the deviation in the future to allow for a markup?

Answer:

GSA understands the concerns of its industry partners in regard to this particular restriction. However, the authority granted by the deviation is a significant change to current regulations and the way that we normally conduct fixed-price procurements. For the time being, restrictions and guidelines for use are necessary to ensure that the authority is used appropriately.

Question:

For Schedule orders, can the buying contractor use GSA e-Buy to satisfy the requirements of FAR 8.405-1?

Answer:

Not at this time.

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, Schedule contractors may use contractor team arrangements (www.gsa.gov/cta), subcontracts, and open market items in accordance with FAR 8.402(f).

Question:

What is the difference between subcontracting, contractor team arrangements, and the authority granted by the FAR 51 deviation?

Answer:

For formal definitions, refer to the links provided above. When the buying contractor is a Schedule contractor, the primary drawback of subcontracting is that the subcontractor is limited to providing only those items on the prime contractor's Schedule contract. This doesn't usually solve the need for ancillary items. Schedule contractor team arrangements (CTAs) are defined as two or more Schedule contractors working together to provide a total solution to the Government. Although CTAs are valuable tools, customers sometimes prefer other solutions due to each CTA member retaining privity of contract with the Government. The authority granted by the deviation allows GSA contractors to procure ancillary items to provide the customer with a total solution, but it has drawbacks as well. Subcontracting, teaming, and the deviation authority should be thought of as tools that can be used depending on a variety of factors.

6.0 Authorization Template

A. This FAR 51 deviation authorization is for orders:

- Placed on a time-and-materials (T&M) basis; the overall order may be fixed price, but the items to be procured using the FAR Part 51 deviation must be T&M/LH
- For supplies/services that are incidental 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.
- 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 Program, you must comply with the following:

- Follow any applicable FSS ordering procedures, FAR 51, agency supplements, any other applicable statutes and regulations, in addition to procedures outlined in FAR 8.405-1 or FAR 8.402(f), when performing under an FSS time-and-materials or labor hours order and buying items from another FSS vendor's contract (i.e. selling contractor's contract) that are not available on the buying contractor's FSS contract..
- 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 incidental 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.
- 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 incidental to the overall project/order.
- Provide evidence of proper authorization to GSA or DoD at time of request for AAC/DoDAAC.
- Ensure that the National Stock Number (NSN) or part number is on each order.

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 expiration date, when ordering from GSA Global Supply. Time limited expiration dates should be reviewed at periodic intervals and extended/cancelled based on the Government's need.
- (3) Order only those items required in the performance of their contracts.

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

GSA Global Supply (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 expiration dates 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.