

**GSA Multiple Award Schedule Program
Order-Level Materials (OLM) FAQs
Last Updated: April 2022**

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1. General

1.1. How does the OLM process benefit industry?

Greater use of the GSA Multiple Award Schedule (MAS) Program allows MAS contractors to compete for more orders and reduces the need for contractors to incur additional bid and proposal costs related to the award of other commercial indefinite delivery/indefinite quantity (IDIQ) contracts. Additionally, the reduction in duplicative and inefficient contracts removes barriers to entry into the federal marketplace, especially for small businesses.

1.2. How does the OLM process benefit federal agencies?

Clear and comprehensive implementation of the authority to acquire OLMs via MAS contracts creates parity between the MAS Program and other commercial IDIQs. Agencies will be able to fully utilize the MAS Program to meet requirements, rather than conducting separate open market procurements. It will also eliminate the need for agencies to further contribute to contract duplication by creating new commercial IDIQs that have a similar scope to the MAS Program but allow for the inclusion of order-level materials.

1.3. How does the [final rule](#) differ from the proposed rule GSA published in September 2016? Did GSA incorporate feedback from industry and federal agencies?

GSA made changes to the [final rule](#) based on the public comments received on the proposed rule to include:

- Flexibility for contractors to recover indirect costs
- Three-quote requirement for price reasonableness was revised and narrowed

Please refer to the [final rule](#) for full details.

1.4. Doesn't the GSAR change only apply to GSA? How can ordering activities outside of GSA use the OLM authority if FAR Subpart 8.4 wasn't updated?

GSA has the authority to set special ordering procedures for the MAS Program (see FAR [8.403\(b\)](#)). GSA has created special ordering procedures for the acquisition of OLMs via GSAR clause [552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials](#). This clause has been incorporated into MAS contracts and authorizes ordering activities to include OLMs at the order level. GSA has also added a link to the OLM special ordering procedures at FAR [8.403](#) to increase the visibility of OLM authority.

1.5. Why are OLMs only authorized under certain MAS subcategories? Doesn't it make more sense to include this authority under all categories?

Based on feedback from industry and ordering activities, GSA currently has authorized 59 subcategories under the MAS Program. This information is available [here](#) and can also be found on GSA's Order-Level Materials page at www.gsa.gov/olm.

Additional subcategories may be authorized in the future.

2. OLMs Defined

2.1. What is the difference between the Order-Level Materials SIN, the Ancillary Supplies and Services SIN, and open market items?

Please refer to [Summary of Support Item Types for GSA Schedules Program Orders](#) for an explanation of each.

2.2 Is travel always an OLM?

Travel may be acquired under the authority of MAS clause C-FSS-370 *Contractor Tasks/Special Requirements*, paragraph (b). It is not subject to the OLM process.

2.3. Can you explain how “subcontractor services” can be included as an OLM?

Per GSAR [538.7202\(a\)\(1\)](#), OLMs include “subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS contract.” This is rare, but meant for cases where a.) there are services not already covered in an

awarded labor category at the MAS contract level; b.) the service itself is incidental to the work being performed; and c.) the service is not known at the time of MAS contract award.

2.4. Is freight considered an OLM?

No. If the freight terms are FOB Destination, then freight is already included as part of the awarded MAS contract price. If the freight terms are FOB Origin, then freight will be included as a separate line item and is not subject to the Industrial Funding Fee (IFF).

2.5. Can an OLM be a non-commercial item?

No. OLMs are purchased under the authority of the GSA MAS Program, which only allows for the award of commercial items. Since OLMs are not awarded at the MAS contract level, the ordering activity must ensure that each offered OLM meets the FAR [2.101](#) definition of commercial product or commercial service.

2.6. Can an OLM be for A&E or construction services?

No. OLMs are purchased under the authority of the MAS Program, which does not allow for the acquisition of A&E or construction services.

3. MAS Contract Level Implementation

3.1. Do contractors awarded the Order-Level Materials SIN have an advantage over contractors without it?

GSA highly recommends that contractors add the Order-Level Materials SIN if the contract is under an OLM-authorized subcategory. It is simple and easy to add and provides the vendor with maximum flexibility in responding to RFQs. However, total solutions can be provided via various combinations of MAS SINs, the Ancillary Supplies and Services SIN, the Order-Level Materials SIN, or the Open Market Item authority in FAR [8.402](#)(f). The ordering activity CO should make award to the contractor whose quote represents the overall best value, consistent with the evaluation criteria in the RFQ.

3.2. Will contractors have to submit an eMod request to add the Order-Level Materials SIN, or will all contracts get the SIN via the mass modification?

Currently, the only way to add the Order-Level Materials SIN is via acceptance of the OLM modification. The Order-Level Materials SIN will be added to the contract automatically upon acceptance - no additional action is required on the part of the contractor. Contractors will not be able to request the Order-Level Materials SIN via eMod until systems updates are complete. GSA therefore strongly recommends that

contractors do not decline the OLM modification unless certain they will not want/need the SIN before these systems updates are made.

3.4. Is it possible to have a MAS contract with both the Ancillary Supplies and Services SIN and the Order-Level Materials SIN?

Yes. The ODC and Ancillary Supplies and Services SINs are for incidental items that are known and can be awarded at the Schedule-contract level. If a contractor can define and price incidental items at the Schedule contract level under the Ancillary Supplies and Services or ODC SINs (i.e., they are routinely provided), they should do so. The Order-Level Materials SIN is only for incidental items that are unknown at the time of Schedule-contract award and, therefore, must be defined and established at the order level.

4. Order-Level/RFQ Requirements

4.1. What special ordering procedures apply to the acquisition of OLMs?

Refer to GSAR clause [552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials](#), which establishes procedures for including OLMs when placing an individual task or delivery order against a MAS contract or BPA.

4.2. When is a Determination and Findings (D&F) required for OLMs?

FAR [8.404](#)(h) requires preparation of a D&F for Time-and-Materials (T&M) and Labor-Hour orders regardless of dollar value. The OLM Contract Line Item Number (CLIN) must be T&M, regardless of whether additional T&M CLINs are included on the order (e.g. OLMs may be added to FFP, T&M, or Labor Hour Orders).

4.3. Can OLMs be proposed in **any quote, even if the RFQ doesn't specifically reference the Order-Level Materials SIN?**

Yes. Under OLM-authorized subcategories, OLMs can be proposed in a quote unless the RFQ specifically prohibits inclusion of the Order-Level Materials SIN.

4.4. Does GSA eBuy allow inclusion of OLMs in quotes?

Yes. After selecting the SIN(s) that represent the primary purpose of the requirement, ordering activity COs (buyers) will have the option to allow OLMs in quotes if the selected SIN(s) fall under an authorized OLM subcategory. When an ordering activity CO indicates that OLMs are allowed, contractors (sellers) will be notified when they view the Request for Quotes (RFQ) in eBuy. A contractor must be awarded the Order-Level Materials SIN to propose OLMs in its quote.

4.5. Will ordering activities be able to search GSA eLibrary to see which contractors are awarded the Order-Level Materials SIN and therefore authorized to include OLMs in orders?

Yes. One of the many advantages of having a dedicated SIN for Order-Level Materials is that it is searchable and displayed in GSA eLibrary just like any other Schedule SIN.

4.6. Why must OLMs be procured under a T&M order or CLIN?

For purposes of the MAS Program, OLMs represent the “materials” in Time-and-Materials. OLMs are only authorized under T&M CLINs in T&M or hybrid Fixed-Price/T&M orders. By definition, only T&M allows ordering activity COs the flexibility to define materials at the order level in cases where needed products or services are unknown at the time of MAS contract award.

GSAR clause [552.238-115](#)(d)(2) states, “Order-level materials are included in the definition of the term “material” in FAR clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials.” Please reference FAR clause 52.212-4 Alternate I and GSAR clause [552.238-115](#) for additional details.

4.7. Who sets the ceiling amount for OLMs?

The ceiling amount is set by the ordering activity CO when the order is awarded. However, it shall not exceed 33.33% of the total life-cycle value of the order.

4.8. Who determines whether an OLM is in “direct support” of an order?

The ordering activity CO determines whether an OLM is in direct support of an order.

4.9. Who makes the determination that OLM pricing is fair and reasonable?

The ordering activity CO is responsible for making a fair and reasonable pricing determination in accordance with FAR 15.404.

4.10. Who has the final call on scope issues related to OLMs?

The ordering activity CO makes the final call on all scope issues.

4.11. When is the contractor required to obtain three quotes?

The contractor must obtain a minimum of three quotes for any OLM that exceeds the Simplified Acquisition Threshold. This is on a per-item basis. Please see GSAR clause [552.238-115](#) for exceptions.

4.12. If a contractor is the manufacturer, how would it acquire three quotes for OLMs that exceed the Simplified Acquisition Threshold?

Per GSAR clause [552.238-115\(d\)\(7\)](#), “If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.”

4.13. Are OLMs like Open Market Items, where they have to be invoiced as separate line items and clearly marked?

No. OLMs are purchased under the authority of the MAS Program and therefore don't require special labeling. Open Market Items that are added to MAS orders for administrative convenience under the authority of FAR [8.402\(f\)](#) must be clearly marked because they are non-Schedule items.

4.14. Can an order be modified to add OLMs once the contractor adds the Order-Level Materials SIN to its MAS contract?

Existing orders awarded directly against a Schedule contract or through an MAS BPA may be modified to allow for OLMs at the discretion of the OCO. The following three scenarios are common:

- The original order included only FSS labor. Now the contractor is quoting OLMs in connection with a negotiated modification.
- The original order included ODCs as open-market items. For the option years, the contractor wants to “convert” them to OLMs.
- The original order included OLMs. Now the contractor is quoting new and/or additional items within OLMs.

These are all a matter of scope. It is up to the OCO to determine whether adding OLMs post-award, which were not contemplated with the original order, would be considered out of the scope of the order. The OCO must consider the requirements at FAR 8.405-6, Limiting Sources, and should be aware of the potential for protests when making changes.

Existing BPAs: OLMs may be incorporated into existing BPAs for use on future orders at the discretion of the OCO. The OCO should consider scope issues as stated above.

4.15. Can a contractor add profit/fee to OLMs?

No. OLMs may only be included in orders at actual cost. The addition of profit/fee is not allowed. Contractors are, however, allowed to propose indirect costs as an OLM.

4.16. Can a contractor propose OLMs that are within the scope of its MAS contract?

Yes. However, the contractor should strive to add these items to its MAS contract as soon as possible, for future use.

4.17. Can a contractor propose OLMs that are outside the scope of its MAS contract?

Yes. If the OLM items are in direct support of the order to be placed under the MAS contract, this is acceptable.

4.18. When an item can't be added at the MAS contract level because it isn't Trade Agreements Act (TAA) compliant (or fails to meet some other MAS requirement), can it be included in orders as an OLM instead?

No. OLMs are MAS contract items. If a requirement exists at the MAS level, it applies to OLMs as well (see GSAR clause [552.238-115](#) for exceptions).

4.19. Can the "Open Market Items" authority in FAR 8.402(f) be used to add non-TAA-compliant items to MAS orders?

For administrative convenience, Open Market Items can be added to a MAS order per FAR [8.402\(f\)](#). However, they must be clearly marked in the order as non-Schedule/Open Market Items (i.e., they are not being purchased under the authority of the GSA MAS Program), and the purchase of these items must comply with all applicable acquisition regulations, to include the Trade Agreements Act. The TAA would apply as it would to any other open-market buy, e.g., the open market items would be subject to the TAA thresholds; a waiver could be approved at the order level. Waivers DO NOT apply to GSA MAS items, only the open-market portion of the order.

4.20. If a contractor has a product it wants to offer but doesn't have the Letter of Supply that's needed to get it awarded under its MAS contract, can it be acquired as an OLM instead?

By definition, OLMs are items that are unknown at the time of MAS contract award. If the product is a "known" item (i.e., one the contractor routinely offers), it should be added to the MAS contract and a Letter of Supply is required.

However, if a need for the product is identified at the order level and the item isn't awarded on the MAS contract, the contractor can offer it as an OLM. Letters of Supply are not required for OLMs.

4.21. Will GSA verify that the contractor has the authority to sell an OLM item (e.g., that the manufacturer has authorized the contractor to sell the item or they are getting it from another source)?

OLMs are established at the order level, so if verification is required it will need to be handled by the ordering activity CO.

4.22. Can OLMs be included in orders placed by state and local customers using the Cooperative Purchasing Program?

Yes. OLMs can be included in orders placed by state and local customers authorized to use the Cooperative Purchasing Program, provided the contractor has the OLM SIN awarded on their Schedule contract.

4.23. Can OLMs be included in MAS orders placed by state and local customers using the Disaster Purchasing Program?

Yes. OLMs/the Order-Level Materials SIN can be included in orders placed by state and local customers using the Disaster Purchasing Program.

4.24. Can a CSA for OLM items be included at the order level when the CSA has not been approved at the MAS contract level?

Yes. All requirements of the MAS contract flow down to the order level, so the same requirements that would be applicable to a CSA at the MAS contract level would apply to a CSA associated with an OLM. As long as the CSA is in compliance with the overall CSA requirements, it can be included for an OLM while not being approved at the MAS contract level.

4.25. Can OLMs be included on a Fixed-Price order?

Yes. However, the OLM CLIN must be T&M, thus making the order a “hybrid.” Ordering activities should structure requirements to maximize the use of Fixed-Price elements. This may result in a “hybrid” order that, despite having T&M elements, is classified as Fixed-Price for reporting purposes. For example, an order may include several Fixed-Price CLINs totaling \$200,000, plus a T&M CLIN for OLMs with a not-to-exceed threshold of \$25,000. Since the majority of the order dollar value is awarded on a Fixed-Price basis, the order may be classified as Fixed-Price for reporting purposes.

4.26. How does the “bona fide need rule” apply to OLMs?

For OLMs, the “bona fide need rule” is applied no differently than it would be for any other T&M order placed under the MAS Program.

5. Contractor Compliance

5.1. Do all MAS contract-level terms and conditions apply to OLMs?

Yes, with three exceptions. OLMs are exempt from the following GSAR clauses:

- [552.216-70 Economic Price Adjustment - FSS Multiple Award Schedule Contracts](#)
- [552.238-77 Submission and Distribution of Authorized Federal Supply Schedule \(FSS\) Price Lists](#)
- [552.238-81 Price Reductions](#)

All other MAS contract-level terms and conditions apply (e.g., Trade Agreements Act (TAA), Industrial Funding Fee (IFF) and Sales Reporting, AbilityOne, TDR (if applicable)).

5.2. Does Transactional Data Reporting (TDR) apply to OLMs?

Yes. If a contractor is participating in the TDR initiative, all TDR data elements must be reported for the Order-Level Materials SIN just as they are for any other awarded SIN.

5.3. Does the Industrial Funding Fee (IFF) apply to OLMs?

Yes. The Order-Level Materials SIN is subject to GSAR clause [552.238-80 Industrial Funding Fee and Sales Reporting](#). Contractors are required to report sales and remit the IFF for all sales under the Order-Level Materials SIN. Contractors must include the IFF in proposed OLM pricing.

5.4. Do industry quality standards (e.g., ANSI/BIFMA standards for furniture) apply to OLMs?

If a quality standard would otherwise apply to the item when purchasing on an open market basis, it applies to the item when purchasing using OLM authority.

5.5. How will a contractor demonstrate compliance to the Industrial Operations Analyst (IOA) for orders that include OLMs?

The Order-Level Materials SIN is much like any other MAS SIN when it comes to IOA compliance visits. IOAs will check for compliance with applicable clauses, which for the Order-Level Materials SIN includes all MAS contract clauses with three exceptions (see 5.1, above). This will include things like ensuring proper compliance with sales reporting, IFF remittance, TDR (if applicable), etc. IOAs will be checking to make sure that OLMs are included only in orders under subcategories authorized for OLMs, and that a contractor utilizing OLM authority has been awarded the Order-Level Materials SIN. They will also be checking for compliance with GSAR clause [552.238-115](#), e.g., for

documentation related to OLM items exceeding the Simplified Acquisition Threshold (the three-quote requirement, etc.).

5.6. What happens if a contractor quotes something as an OLM but does not have the OLM SIN awarded on their MAS contract?

Per GSAR clause [552.238-115\(d\)\(5\)](#), “All order-level materials shall be placed under the Order-Level Materials SIN.” Contractors are not authorized to quote OLMs unless they have been awarded the Order-Level Materials SIN. A contractor that quotes OLMs without having the Order-Level Materials SIN awarded under its contract is in violation of the terms and conditions of its MAS contract. Ordering activity COs should be checking GSA eLibrary to verify the contractual information provided by the contractor in its quote, to include the award of the Order-Level Materials SIN.

5.7. Does a contractor need to update its Authorized Federal Supply Schedule Price List after adding the Order-Level Materials SIN?

Yes. Once the Order-Level Materials SIN is added to the MAS contract, the contractor needs to add it to its MAS price list. Please keep in mind that no items or pricing are awarded at the contract level under the Order-Level Materials SIN. By definition, OLMs are unknown when the contract is awarded and therefore must be established and priced at the order level.

Therefore, the Order-Level Materials SIN is added to the list of awarded SINs on the price list, but without any pricing entries. If desired, contractors may refer ordering activities to www.gsa.gov/olm for more information, and/or they may note in the price list that OLMs are established and priced at the order level.

5.8. Is special documentation required for orders that include OLMs?

GSAR clause [552.238-115 *Special Ordering Procedures for the Acquisition of Order-Level Materials*](#) includes several documentation requirements unique to OLMs. A contractor proposing OLMs as part of a solution is required to obtain a minimum of three quotes for each OLM above the Simplified Acquisition Threshold. One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A). If the contractor can't obtain three quotes, the contractor is required to maintain documentation addressing why three quotes could not be obtained to support their determination. A contractor with an approved purchasing system per FAR [Subpart 44.3](#) is exempt from these requirements.

Please also note that in accordance with GSAR clause [552.215-70 *Examination of Records by GSA*](#), GSA has the authority to examine the contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions

related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.

6. The 33.33% Limitation

6.1. Is the 33.33% limitation based on the dollar value of the order or the number of items ordered?

The 33.33% limitation on OLMs is based on the total dollar value of the order. GSA considers “total value” to be the anticipated or recorded dollar value of MAS contract items at time of order award, inclusive of option periods and the IFF. Travel costs and open market items are excluded from this total value calculation.

6.2. What about logical follow-on orders issued on a sole source basis - does the 33.33% calculation start over?

Yes. A logical follow-on order is a new order, and therefore the 33.33% is calculated based on this new order only.

6.3. If items are not awarded at the MAS contract level and have to be added to an order under the Order-Level Materials SIN, what happens if they’re added to the MAS contract during the order performance period? Does the OLM calculation go back to zero, or does it stay as-is?

The existing OLMs and their relative percentage under the order remain the same. If an item is routinely provided and can be priced at the MAS contract level, it should be added to the contract under the Ancillary Supplies and Services SIN or ODC SIN when available. However, it will likely be rare that items included under the Order-Level Materials SIN will be able to be priced at the contract level. OLMs tend to vary widely depending on the specifics of the order, which is why they can’t be established or priced at the contract level.

6.4. What happens if the 33.33% limit is exceeded on an order?

Compliance with the regulatory 33.33% limitation is important. GSA recommends close monitoring of orders to prevent this from happening. Our long-term goal is to demonstrate successful and proper use of OLM authority so we can make a strong case for incorporation of OLM authority into FAR [subpart 8.4](#). Frequent misuse and abuse of this authority, even on a small scale, will hinder these efforts.

6.5. Are the Order-Level Materials SIN Maximum Order Threshold (MOT) of \$100,000 and the 33.33% limitation on OLMs related?

No. Whenever a new SIN is established, GSA must set a MOT, among many other data elements, in order to load the SIN into our various systems. However, the MOT is

simply a recommended point at which the ordering activity CO should seek additional discounts. Note also that an ordering activity CO can seek additional discounts or concessions at any time under the MAS Program, regardless of whether an order exceeds the MOT for a particular SIN.

The 33.33% limitation on OLMs is based on the total dollar value of the order (or the cumulative value across all orders for BPAs). GSA considers “total value” to be the anticipated or recorded dollar value of MAS contract items at time of order award, inclusive of option periods and the IFF. Travel costs and open market items are excluded from this total value calculation. The 33.33% limitation applies to the total dollar value, regardless of what the MOT is for each SIN included on the order.

6.6. If an ordering agency is working with GSA’s Assisted Acquisition Services Division (AASD), do AASD’s fees count toward the total dollar value of the acquisition?

No. When ensuring an order complies with the 33.33% limitation on OLMs, AAS fees should not be included when calculating the total dollar value of the order.

6.7. What if certain CLINs under an order are defunded, causing the balance of OLMs versus total value to be thrown off unexpectedly, and for the 33.33% limitation to be exceeded?

This is a scenario beyond the control of the ordering activity CO. If it is not possible to bring the OLM percentage back into compliance when the order is modified/defunded, the CO should document the file with an explanation of what happened.

6.8. Why 33.33%? How did GSA arrive at that figure?

GSA determined that a limitation on OLMs was a necessary protection in order to meet statutory requirements. GSA received feedback from industry and ordering activities during the rulemaking process that the cap must be at least 25% to meet certain types of customer requirements, but below 50% to ensure the principal purpose of the order was to acquire a service or product off of the Multiple Award Schedule. GSA also concluded that to be consistent with the MAS Program, the cap has to be clear, has to be easy to explain to customer agencies, has to be easy for contractors to understand and follow, has to be easy for GSA to conduct needed training, and has to be easy for everyone to remember. Based on these criteria, GSA set the limitation at 33.33%. Please refer to the OLM [final rule](#) for additional explanation.

6.9. Who is responsible for monitoring the 33.33% limitation, contractors or ordering activities?

The ordering activity CO is responsible for monitoring compliance with the 33.33% limitation.

6.10. Can some OLMs be handled as Open Market Items instead, to prevent the order from exceeding the 33.33% limitation?

Yes. However, ordering activity COs should keep in mind that adding Open Market Items to a MAS order for administrative convenience in accordance with the authority of FAR [8.402\(f\)](#) means that the purchase of these items must comply with all applicable acquisition regulations.

6.11. If the order is modified, does the 33.33% calculation remain based on the original value at time of award or on the modified value?

The 33.33% limitation on OLMs must be maintained throughout the order period, including the value of any options or modifications.

6.12. Are there any exceptions to the 33.33% limitation? For example, what if the MAS contract-level items in the order are “small ticket items” compared to the OLMs?

There are no exceptions to the 33.33% limitation. If the dollar value of OLMs is high compared to the MAS contract-level items in an order, this brings into question whether the OLMs are truly incidental to the work being performed.

7. Indirect Costs

7.1. How will G&A expenses be covered?

OLM authority includes the flexibility to reimburse the contractor for indirect costs, which can include, for example, material handling and subcontract administration costs. Specifically, GSAR clause 552.212-4 Alt I (i)(1)(ii)(D)(2) includes the following fill-in language addressing indirect costs:

Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert “None.”

The ordering activity CO must make a determination that all indirect costs approved for payment are fair and reasonable (see GSAR clause [552.238-115](#) (d)(7)(iii)).

7.2. What if a contractor’s indirect costs are in the form of a percentage rate (%) instead of a fixed dollar amount?

Indirect cost OLMs must be established under the order as a fixed dollar amount. Indirect cost percentage rates are not allowed. However, contractors have the option of

using their indirect cost percentage rate to calculate a proposed fixed dollar amount for these costs, based on the specifics of the order.

7.3. How will contractors support indirect cost OLMs if they do not have DCAA or similarly approved rates?

Indirect costs should not be proposed unless it's already the contractor's routine practice to include them when doing business. In the absence of approved DCAA rates, the contractor should support proposed indirect costs with documentation already on-hand.

7.4. Do contractors have to pay IFF on indirect cost OLMs?

Yes. As an OLM, indirect costs are considered MAS contract items and must be inclusive of the IFF.

8. MAS Blanket Purchase Agreements (BPAs)

8.1. Under an existing MAS BPA, can the ordering activity CO add OLMs/the Order-Level Materials SIN after contractors have added it to their contracts?

See question 4.14 in this document.

8.2. How is the 33.33% limitation applied to MAS BPAs?

A [technical amendment](#) was issued to the [final rule](#) on August 16, 2018, to clarify how the 33.33% limitation applies to MAS BPAs. OLM special ordering procedures now make it clear that the 33.33% limitation applies not on an individual order basis, but to the *cumulative* value of OLMs across all orders placed against the BPA. Reference GSAR clause [552.238-115\(d\)\(4\)](#) and the [technical amendment](#) for further details.