GSA Multiple Award Schedules (MAS) Desk Reference

Effective contracting and acquisition professionals are called upon to make sound business decisions in support of an agency's mission. Today, we have many tools available to support buying decisions, while operating in a constantly changing environment. Your task is to navigate the procurement world, understand the rules, employ the tools, and develop efficient acquisition strategies. This guide will help you navigate the MAS program to fulfill your agency's procurement needs.

The GSA Multiple Award Schedules (MAS)* program establishes long-term, government-wide contracts that provide easy access to more than million commercial products and services. Agencies can place orders against Multiple Award Schedule contracts following the streamlined procedures at FAR Subpart . . GSA Schedules offer shorter procurement lead times and lower overall administrative costs compared to establishing a new, open-market contract, while meeting OMB mandates for using existing contracts and reaching spend under management goals.

MAS program purchases count toward your socioeconomic program goals in addition to promoting compliance with various environmental and socioeconomic laws and regulations. Procedures used to purchase from GSA Schedules vary based upon the dollar amount of the procurement and whether a Statement of Work (SOW) is required. This manual will guide you through that process and help you to gain an understanding of how the MAS program works.

* Throughout this guide, the terms "Schedule," "GSA Schedule," and "GSA MAS" are used interchangeably. Each term refers to a GSA Schedule contract awarded under the GSA Multiple Award Schedules (MAS) program. The Federal Acquisition Regulation (FAR) refers to GSA Schedule contracts as "Federal Supply Schedules (FSS)."

For more information about Schedules, please visit www.gsa.gov/schedules

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Multiple Award Schedules (MAS) Value Proposition

With MAS, you will:

- Realize cost savings
  - Up-to-date, FAR-compliant acquisition vehicles that help you minimize risks
  - Competitive, market-based pricing that leverages the buying power of the federal government with the ability to negotiate further discounts at the order level
  - Acquisition experts available to help you make the most of Schedules
  - On-site and online training for help using Schedules
  - Service to meet your mission needs, from the government's premier acquisition agency
- Experience exibility and choice
  - The ability to tailor orders to get what you need by customizing terms and conditions at the order level
  - Set-aside orders for small business at your discretion in order to help achieve your agency's annual small-business goals
  - Alternatives, such as Blanket Purchase Agreements (BPAs) and Contractor Team Arrangements (CTAs), that can replace the need for agency indefinite-delivery/ indefinite-quantity (IDIQ) contracts
  - Decision tools and contracting solutions proven to meet complex requirements
  - A vast selection of contractors offering expert solutions for services and products
- Save time
  - Pre-competed, on-demand contracts to increase the productivity and capacity of scarce acquisition resources
  - Quick and easy access to the right industry partners, allowing you to make the most use of your valuable time
  - GSA has already performed a FAR Part responsibility determination on each MAS contractor
  - Formalized FAR part procedures are not applicable to MAS orders (e.g., required debriefing, competitive range determinations, etc.)
  - Subcontracting plans are already negotiated and issued at the MAS contract level and therefore are not required for orders
- Realize transparency
  - A suite of eTools that can be leveraged to identify qualified contractors, maximize competition, and assist you in reaching your socioeconomic goals
  - Business intelligence into customer purchasing patterns when using GSA eTools

. Control the procurement

- ❖ Self-service access that allows agency contracting offices to retain control of their procurements, including requirements development, evaluation, award, and administration
- ❖ Full-service options when in-house resources are tapped with other pressing projects

Who May Purchase from GSA Schedules?

Federal agencies and other authorized activities are eligible to use GSA sources pursuant to the Federal Property and Administrative Services Act of or other statutory authority. An eligible ordering activity is authorized to place orders or establish Blanket Purchase Agreements (BPAs) against GSA Schedule contracts. Additional information and a link to the GSA order identifying the complete list of eligible users is located at www.gsa.gov/eligibilitytouse .

Table 1 | List of Abbreviations

Below are abbreviations that appear in this desk reference.

AAC	Activity Address Code
ADR	Alternative Dispute Resolution
A/OPC	Agency/Organization Program Coordinator
BOA	Basic Ordering Agreement
BPA	Blanket Purchase Agreement
CICA	Competition in Contracting Act
CMLS	Centralized Mailing List Service
COC	Certificate of Competency
CPARS	Contractor Performance Assessment Reporting System
CTA	Contractor Team Arrangement
eBuy	Electronic Request for Quotations System
EPA	Economic Price Adjustment
EPLS	Excluded Parties List System
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FAS	Federal Acquisition Service
FBO	Federal Business Opportunities
FPDS	Federal Procurement Data System
FPMR	Federal Property Management Regulations
FSS	Federal Supply Schedule
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GPE	Government-wide Point-of-Entry
GSA	General Services Administration
GSAR	General Services Acquisition Regulation
GWAC	Governmentwide Acquisition Contract

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HUBZone	Historically Underutilized Business Zone
IDIQ	Indefinite Delivery/Indefinite Quantity
MAS	Multiple Award Schedule
MOU	Memorandum of Understanding
NCSC	National Customer Service Center
OCO	Ordering Contracting Officer
ODC	Other Direct Cost
OLM	Order Level Materials
OMB	Office of Management and Budget
PBA	Performance-Based Acquisition
PL	Public Law
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
RFI	Request for Information
RFQ	Request for Quotation
SAM	System for Award Management
SAT	Simplified Acquisition Threshold
SBA	Small Business Administration
SIN	Special Item Number
SOO	Statement of Objectives
SOW	Statement of Work
SPOC	State Point of Contact
TDR	Transactional Data Reporting

Table 2 | List of Web Resources

Below you'll find websites that appear in this desk reference.

GSA Web Resources*	Description
AbilityOne www.abilityone.gov/	Committee for Purchase from People Who are Blind or Severely Disabled. This is one of the required sources of supplies, per FAR . .
Acquisition Gateway www.gsa.gov/portal/content/	The Acquisition Gateway, built by GSA, helps federal government buyers from all agencies act as one acquisition community. The Acquisition Gateway is a workspace that provides accurate, useful, and unbiased advice. It helps federal acquisition professionals learn what they need to know, connect with others to collaborate and communicate, and act to accomplish their tasks effectively.

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GSA Web Resources *(continued)*	Description *(continued)*
Blanket Purchase Agreement www.gsa.gov/bpa	Provides information on how to establish and use BPAs.
Contract-Awarded Labor Category (CALC) https://calc.gsa.gov/	The Contract-Awarded Labor Category (CALC) tool helps federal contracting officers and others find awarded prices to use in negotiations for labor contracts. It offers ceiling prices, fully burdened costs, services data, and worldwide rates.
Defense Acquisition Guidebook https://www.dau.mil/tools/dag	Guide on procurement activities for DOD.
Discovery https://discovery.gsa.gov/	Discovery is a market research tool for GSA Contract Vehicles.
Eligibility to Use GSA Sources of Supply and Services www.gsa.gov/eligibilitytouse	Provides information on who can use the GSA Schedules program.
Federal Acquisition Regulation www.acquisition.gov/far/index.html	Online version of the FAR; it is the most up-to-date source.
Federal Acquisition Service www.gsa.gov/fas	Through eight program areas, the Federal Acquisition Service (FAS) possesses unrivaled capability to deliver comprehensive products and services across government at the best value possible. FAS offers a continuum of innovative solutions in the areas of: ❖ Products and Services ❖ Technology ❖ Motor Vehicle Management ❖ Transportation ❖ Travel ❖ Procurement and Online Acquisition Tools
Federal Awardee Performance and Integrity Information System www.fapiis.gov	The Federal Awardee Performance and Integrity Information System (FAPIIS) provides users access to integrity and performance information from the FAPIIS reporting module in the Contractor Performance Assessment Reporting System (CPARS), proceedings information from the Central Contractor Registration (CCR) database, and suspension/disbarment information from the Excluded Parties List System (EPLS).

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GSA Web Resources *(continued)*	Description *(continued)*
Federal Business Opportunities www.fbo.gov	Government Point-of-Entry (GPE) for the public to learn about upcoming acquisitions and to download solicitations.
Governmentwide Acquisition Contracts www.gsa.gov/gwacs	GWACs are multiple-award, indefinite-delivery/ indefinite-quantity (IDIQ) contracts that help agencies meet their technology requirements through a customizable solution. Hardware, software, and services can be purchased as a total technology solution.
GSA Acquisition Manual www.acquisition.gov/gsam/gsam.html	This is GSA's set of acquisition guidance materials. It includes the GSAR (General Services Acquisition Regulation), which supplements the FAR and other nonregulatory policies and procedures. It also houses the forms library.
GSA Centralized Mailing List Service www.gsa.gov/cmls	GSA offers a Centralized Mailing List Service (CMLS), which stores, and mails printed copies of various GSA publications, including product catalogs, Schedules brochures, fact sheets, and more. Just let us know which publications you want, and we will mail them to you at no charge. You can also download PDF versions for your convenience.
GSA eBuy www.ebuy.gsa.gov	An electronic Request for Quotations (RFQ) system designed to allow government buyers to request information, find sources, and prepare RFQs, online, for millions of services and products offered through GSA's MAS and GSA Technology contracts.
GSA eLibrary www.gsaelibrary.gsa.gov	GSA eLibrary is your one source for the latest GSA contract-award information.
GSA Multiple Award Schedules www.gsa.gov/schedules	Information on Schedules including an ordering guide, FAQ, policy and procedures, news and resources, federal agency information, contractor information, and much more.
GSA SmartPay® https://smartpay.gsa.gov/	Provides a copy of the master contract, contractor guides, performance summaries, a list of agency representatives for questions and answers, agency information, points of contact, and more.

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GSA Web Resources *(continued)*	Description *(continued)*
GSA*Advantage!*® www.gsaadvantage.gov	GSA*Advantage!*® is the government's premier online shopping system. With GSA*Advantage!*®, you'll have instant access to millions of high-quality products, services, and solutions from thousands of approved commercial contractors.
GSA's National Customer Service Center (NCSC) www.gsa.gov/ncsc	The NCSC's customer-service representatives are knowledgeable about GSA's business lines and their associated products and services and will direct you to a source that will best address your needs.
System for Award Management (SAM) www.sam.gov/SAM	The System for Award Management (SAM) is a Federal Government owned and operated free web site that consolidates the capabilities in Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Applications (ORCA) and the Excluded Parties List System (EPLS).
Steps to Performance-Based Acquisition (SPBA) pba.app.cloud.gov/app/ /pba	The Performance-Based Acquisition process is explained in easy steps, complete with samples & examples, templates and other resources to make PBA more collaborative, performance-oriented, and team-focused.

Acquisition Gateway

The Acquisition Gateway, built by GSA, helps federal government buyers from all agencies act as one acquisition community. Our goal is to achieve acquisition excellence together.

The Acquisition Gateway is a workspace for acquisition professionals and federal buyers to connect with resources, tools and each other to improve acquisition governmentwide. It includes:

- Document Library: View and download over acquisition samples and templates to learn best practices from acquisition professionals across government.
- Project Center: Create and share your acquisition package and projects with government-wide team members, create tasks underneath milestones, and link content to both tasks and milestones.
- Solutions Finder: Find over government-wide contract solutions available to help meet your procurement requirements.

Please visit https://hallways.cap.gsa.gov/ for more information and to take advantage of all the resources the Acquisition Gateway has to offer.

Note: First time users must establish an account at Max.gov before being allowed access to the Acquisition Gateway site.

What's New?

Multiple Award Schedule Consolidation

GSA is modernizing federal acquisition by consolidating the existing Schedules into one single Schedule for products, services, and solutions. One contract vehicle will make it easier for customers to find total solutions, ensure terms and conditions meet their needs, and eliminate duplicate contracts.

Multiple Award Schedules (MAS) Consolidation is one of the four cornerstone initiatives of the Federal Marketplace (FMP) Strategy, GSA's plan to modernize and simplify the buying and selling experience for customers, suppliers, and acquisition professionals.

Throughout the MAS Consolidation process, customers can continue purchasing through GSA vehicles as they normally would. We anticipate no disruptions to customers. Once the consolidation is completed, customers will experience a more streamlined and simplified buying experience.

Phase 1: Release The New Schedule Solicitation

CUSTOMER IMPACT:

- Customers will experience NO disruption of the current purchasing process. On October , , GSA launches the streamlined solicitation and begins accepting new offers under the consolidated Schedule solicitation.
- Customers are able to place orders without interruption throughout the phases of MAS Consolidation as all current Schedule contracts remain in place.

Phase 2: Modify Existing Schedule Contracts to Move to the New Schedule (FY 20)

CUSTOMER IMPACT:

- Customers get access to contractors' full suite of offerings on the new single Schedule, making it easier to find and buy solutions that meet their mission requirements.
- The single Schedule is organized similarly to the governmentwide categories and subcategories, making it easier for customers to search within large categories, find, and purchase the products, services, and solutions they need to meet mission requirements.
- Customers are able to better view and understand the Schedule contract terms and conditions, so they can more easily identify the clauses that impact them at the order level.
- Customers won't experience any disruption to existing orders, since current contract holders will keep their current contract numbers.
- The new Special Item Number (SIN) structure better aligns with the NAICS (North American Industry Classification System) codes, making it easier for buyers to identify the NAICS code applicable to the order.

Phase 3: Multiple Contract Consolidation (FY 20 - ongoing)

CUSTOMER IMPACT:

- The consolidation of multiple Schedule vehicles to one vehicle and the organization of SINs by large and subcategories will make it easier for agencies to find the appropriate group of industry partners to meet their missions.
- Customers have the ability to better purchase total solutions.
- Customers can expect continuity of operations for existing orders and Blanket Purchase Agreements during MAS Consolidation.
- Order-Level Materials (OLM) will continue to be offered under various categories.

Order Level Materials (OLMs)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a GSA Schedules Program contract or Blanket Purchase Agreement (BPA), when the supplies and/or services are not known at the time of contract or BPA award. OLM pricing is not established in the Schedule contract or BPA, but at the order level. Since OLMs are identified and acquired at the order level, the ordering activity contracting officer (OCO) is responsible for making the determination that prices for all OLMs are fair and reasonable.

Benefits of OLMs

- Increases the flexibility of GSA Schedules to provide a total solution to meet the ordering activity's requirements
- Reduces agency procurement and administrative costs and enhances the time savings and streamlined processes of leveraging GSA Schedules
- Reduces contract duplication by eliminating the need to set up new commercial IDIQs or conduct open market procurements to obtain necessary order level ODCs
- Increases competition, resulting in cost savings for the ordering activity
- Eliminates the need for Government Furnished Equipment (GFE), which can be labor intensive to administer
- All Schedule terms and conditions apply to OLMs (e.g., TAA and mandatory environmental attributes clauses), which ensures agency purchases are compliant with FAR and other regulatory guidelines

Incorporating OLM functionality into Schedule contracts greatly enhances the overall efficiency and effectiveness of the GSA Schedules Program to deliver commercial-based solutions to meet agency mission requirements. The result drives increased opportunities, competition, and access to innovation from the commercial marketplace through Schedules and reduces unnecessary contract duplication.

OLM Authority

OLMs are purchased under the authority of the GSA Schedules Program, pursuant to U.S.C. ( ), and are not open market items, which are discussed in FAR . (f). Under the authority of FAR . (b), GSA established special ordering procedures for the inclusion of OLMs under specific authorized Schedules.

The special ordering procedures are contained in GSAR clause . - , Special Ordering Procedures for the Acquisition of Order-Level Materials, which is incorporated into contracts under OLM-authorized Schedules. This clause, along with a dedicated Special Item Number (SIN) for Order-Level Materials, allows ordering activities to include OLMs in Schedule orders.

OLM Special Item Number (SIN)

SIN Description/Scope

The following is verbatim language of the SIN description:

Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA). OLMs are not defined, priced, or awarded at the FSS contract level. They are unknown before a task or delivery order is placed against the FSS contract or FSS BPA. OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price. OLMs include direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS contract, other direct costs (separate from those under ODC SINs), and indirect costs. OLMs are purchased under the authority of the FSS Program and are not "open market items."

Items awarded under ancillary supplies/services or other direct cost (ODC) SINs are not OLMs. These items are defined, priced, and awarded at the FSS contract level, whereas OLMs are unknown before an order is placed. Ancillary supplies/services and ODC SINs are for use under all order type CLINs (Fixed-Price (FP), T&M, and LH), whereas the Order-Level Materials SIN is only authorized for use under T&M and LH order CLINs.

The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN. Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).

The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

Authorized Schedules

OLMs may only be used on authorized Schedules. The list of authorized Schedules may be viewed at www.gsa.gov/olm .

Order Placement Considerations

- Orders must comply with clause . - Special Ordering Procedures for the Acquisition of Order-Level Materials.
- OLMs must only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.
- OLMs are only authorized for inclusion under a T&M or LH CLIN. However, FAR . (h) ( ) requires agencies to use Firm-Fixed Price (FFP) orders to the maximum extent practicable. Therefore, when use of OLMs under a T&M or LH CLIN is contemplated, requirements should be structured to maximize the use of FFP CLIN(s) to the maximum extent practicable. This may result in a "hybrid" order that, despite having T&M or LH elements, is classified as FFP for reporting purposes.
- A determinations and findings (D&F) is required for the T&M or LH portion of the order, regardless of dollar value. Therefore, prior to placement of an order that includes OLMs, the OCO shall follow procedures in FAR . (h).
- Separate CLIN(s) for OLMs should be established for monitoring the cumulative value of OLMs in orders.
- The cumulative value of OLMs in an individual task or delivery order must not exceed . (⅓) of the total value of the order or BPA. "Total value" is defined as the anticipated or recorded dollar value of contract items at time of order award, inclusive of option periods. OLMs are contract items for that order. Travel costs and open market items are excluded from the total value calculation.
- The OCO should verify that the OLM SIN is awarded on a contractor's Schedule contract prior to order placement (see gsaelibrary.gsa.gov to obtain this information). Contractors who have not been awarded the OLM SIN are not authorized to receive orders that include OLMs.
- The OCO is responsible for –
  - Defining any known OLM categories (e.g., computer usage charges, office supplies, labor)
  - Establishing an NTE ceiling price for OLMs
  - Approving proposed OLM indirect cost fixed amount and determining it is fair and reasonable (if applicable)

Evaluation of Quotes with OLMs

Prior to issuing a Schedule task or delivery order with OLMs, the OCO must ensure that OLMs are acquired in direct support of the task/delivery order, are not the primary basis or purpose of the order, and that the total value of OLMs does not exceed . (/) of the order value. The OCO must also ensure that the quoter has the OLM SIN and the following clauses incorporated into its Schedule contract:

- GSAR . - - Contract Terms and Conditions – Commercial Items (JAN) (Deviation - FEB) (Alternate I - JAN) (Deviation - FEB)
- GSAR . - - Special Ordering Procedures for the Acquisition of Order-Level Materials (JAN-)

- SCP-FSS- - Special Proposal Instructions for Order-Level Materials Special Item Number (JUN)

All current Schedule clauses incorporated into each contractor's contract as well as a list of the SINs for each contractor can be viewed at gsaelibrary.gsa.gov.

For each proposed OLM item that exceeds the Simplified Acquisition Threshold (SAT), the contractor is required to obtain a minimum of three ( ) quotes to support the price reasonableness of the item (see GSAR . - (d)( )(i)). If three quotes cannot be obtained, the contractor is required to maintain documentation as to why they were unable to obtain three quotes. A contractor with an approved purchasing system per FAR Subpart . is exempt from the requirement to obtain three quotes. The three quotes obtained by the contractor must be documented internally and are subject to audit.

Fair and Reasonable Price Determination

The OCO must make an independent determination that prices for all proposed OLMs are fair and reasonable. This determination must be documented in the contract file and can be based on a comparison of quotes received in response to the RFQ or other relevant pricing information, in accordance with FAR . techniques. The OCO shall not request access to the three quotes obtained by the contractor except as a last resort, when all other attempts at determining price reasonableness have been exhausted. If the OCO determines it necessary to request access to this information, they must document the rationale in the contract file.

QUICK TIP: DETERMINING FAIR AND REASONABLE PRICING

One method that the OCO could utilize to determine fair and reasonable pricing is to compare quoted OLMs (both products and services) to other prices quoted. For example, the OCO could check Schedule prices on GSA Advantage! (http://www.gsaadvantage.gov/) or GSA eLibrary (gsaelibrary.gsa.gov) for comparable pricing information, survey other contract vehicles, or research open market sources. To ensure an accurate comparison, the OCO must make certain that the items are truly comparable (e.g., products are TAA compliant or meet the AbilityOne Essentially the Same (ETS) requirements).

Indirect Costs

The OCO determines whether to allow indirect costs not included in the Schedule hourly rate. For example, the contractor may request approval of indirect costs associated with providing OLMs.

The OCO may have to inquire back to the quoter as to how indirect costs were determined if not sufficiently explained in the quote. The OCO may request supporting data from the contractor as needed. Proposed indirect costs must be a fixed amount and not a percentage of the cost. An indirect rate in accordance with a contractor's approved purchasing system is acceptable. If indirect costs are approved, the OCO must make a determination that all indirect costs approved for payment are fair and reasonable. Proposed indirect costs must be inclusive of the IFF.

See GSAR . . (d)( )(i)(c).

Travel

Travel may be considered an OLM (see GSAR clause . -) or it may be authorized IAW Schedule clause C-FSS- (b). Under either authority, travel costs are governed by FAR . - , which addresses Federal Travel Regulations, Joint Travel Regulations, and Standardized Regulations (Government Civilians, Foreign Areas). If travel is considered to be an OLM it is exempt from the Industrial Funding Fee and Sales Reporting requirements, the . percent cost limitation, and the price reasonableness determination required by GSAR clause . - (d) ( ). The ordering activity CO should establish a separate CLIN for travel. The travel CLIN may be established as direct-reimbursable or priced on a firm fixed-price basis.

See GSAR . - (d)( )(i)(ii).

OLMs and Existing BPAs

Since OLMs by definition are unknown at the time of BPA establishment, the flexibility to acquire OLMs to support individual orders may be within the scope of existing Schedule BPAs — provided that the underlying Schedule contract includes the OLM SIN. OCOs must determine if the OLM SIN (and products or services to be procured under it) are within the scope of the underlying BPA. Utilizing the OLM flexibility for new BPA orders shall not alter the primary purpose or scope of the BPA, as OLMs may only be acquired in direct support of work performed under existing BPA SINs.

Table 3 | **Evaluation Checklist**

Evaluation Checklist	
Is the order being placed against an authorized Schedule?	✓
Has the contractor accepted the modification to add the OLM SIN? (GSAR . -)	✓
Are travel costs being properly administered?	✓
Are indirect costs applied correctly?	✓
Is the OLM CLIN value less than . of the order?	✓
Has the OCO made a proper fair and reasonable price determination?	✓
Is the order being placed against an authorized Schedule?	✓

See www.gsa.gov/olm for additional information on Order Level Materials.

Commercial Supplier Agreements (CSA)

CSAs are defined as terms and conditions that are customarily offered to the public by vendors of supplies or services that meet the definition of “commercial item” and are intended to create a binding legal obligation on the end user. CSAs may be presented as part of a proposal or quote in response to a solicitation for a contract, task order or delivery order. CSAs may include terms and conditions that are acceptable to private parties but are improper or illegal for acceptance by the Federal Government.

CSAs are commonly used in the acquisition of information technology offerings— software, products, services, and solutions. However, they have become ubiquitous in a broad variety of contexts, from travel to telecommunications to financial services, and building maintenance systems, including purchases below the Simplified Acquisition Threshold.

When awarding or modifying a task/delivery order against a GSA Schedule contract for products or services that require the acceptance of a CSA, the ordering activity Contracting Officer should contact the GSA Schedule Contracting Officer (this information can be found in GSA eLibrary at www.gsaelibrary.gsa.gov) to determine whether an approved CSA is already incorporated into the base contract.

If there is an approved CSA at the contract level, the order level Contracting Officer may request a copy of the approved CSA for review. Order level Contracting Officers are permitted to further negotiate approved CSA terms and conditions provided that negotiations do not yield task orders or delivery orders that conflict with the terms of the base contract vehicle.

On February , , GSA issued final rule -G – Unenforceable Commercial Supplier Agreement (CSA) Terms. The final rule amended the General Services Administration Acquisition Regulation (GSAR) to address common CSA terms that are inconsistent with, or create ambiguity with, federal law.

This new rule is an important step to improve the acquisition process and ensures that GSA’s contracting vehicles remain the best-value solution for both federal agency customers and industry partners. The approach also decreases the time needed for legal review prior to contract formation, significantly reduces costs to both the Government and contractors, and further clarifies expectations for all parties.

The final rule nullifies unenforceable CSA terms and conditions such as language, provisions, or clauses requiring the Government to pay future fees, penalties, interest, legal costs or to indemnify contractors or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation.

GSA found that CSAs had been commonly negotiated and incorporated into GSA Schedule contracts for a broad spectrum of services, products and solutions. As a result, GSA determined that it was necessary to address CSAs at the GSA Schedule master contract level and have nullification of unenforceable CSA terms and conditions flow down to customer task and delivery orders.

It was determined that although the final rule nullifies unenforceable CSA terms and conditions in GSA Schedule contracts that ultimately flow down to customer orders, there may be instances when CSAs are submitted with quotations at the order level that contain objectionable terms and conditions that do not conflict with Federal law. These instances may simply require negotiations with the contractor to meet an agency's needs (e.g., warranties).

CSAs should be handled in the following manner if they are submitted in response to order level solicitations or order modification requests:

- The order level Contracting Officer should contact the GSA Schedule Contracting Officer to determine whether an approved CSA has already been incorporated into the GSA Schedule master contract. If there is an approved CSA at the GSA Schedule level, then the order level Contracting Officer should not accept a new CSA. Rather, the order level Contracting Officer should review the approved GSA Schedule master contract CSA to determine if negotiations are necessary for the applicable order or order modification. If no changes are necessary, no further action is necessary.
- If there is an approved CSA at the GSA Schedule contract level and the order level Contracting Officer determines that changes are necessary to award a task order or to execute a modification, the order level Contracting Officer is permitted to further negotiate the approved GSA Schedule master contract CSA terms and conditions via an addendum to the GSA Schedule contract CSA so long as negotiations do not yield task/delivery orders that conflict with the terms of the GSA Schedule contract.

Section : Overview

Understanding the GSA Schedules Program

The U.S. General Services Administration (GSA) is a centralized federal procurement and property management agency designed to help federal agencies better serve the public. GSA continuously seeks new supplies and services, designs innovative systems, introduces procurement models, addresses customer needs and expectations, and strives to create “best value” for customers.

The GSA Mission, Vision, and Values are:

- Mission: Deliver value and savings in real estate, acquisition, technology, and other mission-support services across government.
- Vision: Effective and efficient government for the American people.
- Values: Service, Accountability, and Innovation

GSA’s Federal Acquisition Service manages the GSA Schedules Program.

Federal Acquisition Service

GSA is America’s only source solely dedicated to procuring goods and services for government. As an integral part of GSA, the Federal Acquisition Service (FAS) possesses unrivaled capability to deliver comprehensive products and services across government at the best value possible. FAS offers a continuum of innovative solutions and services in the areas of:

- Products and Services
- Technology
- Motor Vehicle Management
- Transportation
- Travel
- Procurement and Online Acquisition Tools

The FAS organization has the following program areas:

- Office of Policy and Compliance - Ensures that GSA’s activities are fully compliant with federal laws, regulations, and policies, and that operating practices are consistent across business lines and regions.
- Office of Assisted Acquisition Services - Complements the programs of the Integrated Technology Services portfolio by providing acquisition, technical and project management services that assist agencies in acquiring and deploying information technology and professional services solutions.
- Office of Customer and Stakeholder Engagement - Enables GSA to better understand customer requirements and become a strategic partner in helping agencies meet their acquisition needs.

- Office of Systems Management - Integrates and unifies the federal award process for United States Government buyers and sellers and enables shared acquisition services with goals to reduce cost and generate customer savings.
- Office of Information Technology Category - Offers state of the art commercial products, systems, services and support to federal, state and local governments.
- Office of General Supplies and Services - Simplifies the buying process to meet customer agency needs in the areas of office supplies, computer products, tools, security, furniture and many others.
- Office of Professional Services and Human Capital Categories - Responsible for the strategic leadership, oversight, and management of FAS's professional services, human capital services, and charge card management programs and contracts.
- Office of Travel, Transportation and Logistics Categories - Develops and manages programs and solutions for travel, motor vehicle and transportation services
- Office of Enterprise Strategy Management - Sets the strategic vision for all of FAS, consistent with the overall GSA strategic vision, and also a consistent set of tools to help achieve the vision.
- Technology Transformation Services - Leads the digital transformation of federal government by helping agencies build, buy and share technology that allows them to provide more accessible, efficient, and effective products and services for the American people.

Overview of the GSA Schedules Program

The GSA Schedules program provides eligible ordering activities with a simplified process for obtaining supplies and services.

Simply put, a Schedule is composed of companies that supply comparable commercial supplies and services through contracts awarded by GSA. With , contracts in place, the program offers tremendous choice and flexibility.

Schedule contracts are indefinite-delivery/indefinite-quantity (IDIQ) contracts awarded to responsible companies that offer commercial supplies or services at fair and reasonable prices. These contracts can be used by eligible ordering activities worldwide (refer to http://www.gsa.gov/eligibilitytouse) to fulfill mission requirements across a broad range of supplies and services.

Statutory and Regulatory Foundation

Statutory Authority for the MAS Program

GSA has statutory authority, under U.S.C. , to procure and supply personal property and nonpersonal services for use by the executive agencies in the proper discharge of their responsibilities, including establishing the MAS program.

BPAs and orders placed against a GSA Schedule, using the procedures in FAR . , are considered to be issued using full and open competition. See FAR . (a) and U.S.C. ( ).

Regulatory Foundation

The Federal Acquisition Regulation (FAR) provides the primary regulatory guidance for the GSA Schedules program. The General Services Acquisition Regulation (GSAR) , GSA's FAR supplement, provides guidance tailored to GSA **acquisitions**, including GSA Schedules contracting. GSAR guidance primarily affects GSA Schedules by providing supplementary guidance to the Contracting Officers awarding and administering GSA Schedule contracts.

FAR Subpart . , Federal Supply Schedules , prescribes procedures that federal government ordering activities must follow when issuing orders using GSA Schedules. Orders placed following these procedures are considered to be issued using full and open competition (see FAR . (a)).

FAR Part , Acquisition of Commercial Items , prescribes policies and procedures unique to the acquisition of commercial items. It implements the federal government's preference for the acquisition of commercial items contained in Title VIII of the Federal Acquisition Streamlining

Table 4 **| Applicability of FAR**

FAR	Title	Applicable to Orders
Part	Simplified Acquisition Procedures	No
Part	Sealed Bidding	No
Part	Contracting by Negotiation	No
Part	Small-Business Programs	No (except bundling and criteria)
Part	Construction and A&E	No
Part	Acquisition Planning	Yes
Part	Market Research	Yes
Subpart .	Interagency Acquisitions	Yes
Subpart .	Protests	Yes
Subpart .	Performance-Based Acquisition	Yes
Part	Acquisition of Information Technology	Yes

Act of (Public Law -) by establishing acquisition policies more closely resembling those of the commercial marketplace and encouraging the acquisition of commercial items and components. GSA awards Schedule contracts under FAR Part procedures.

FAR Subpart . (d)( ), Competition Requirements , pertains to use of competitive procedures. It states that the use of multiple award schedules issued under the procedures established by the Administrator of GSA, consistent with the requirement of U.S.C. ( )(A), for the multiple award schedule program is a competitive procedure.

Priorities for Use of the GSA Schedules Program

FAR Subparts . , . , and . establish priorities for the use of government supply and service sources to satisfy ordering-activity requirements.

Table 5 | FAR 8 .002 – Priorities for Use of Mandatory Government Sources

Supplies*	Services
Agency Inventory	Services that are on the Procurement List maintained by the Committee for Purchase from People Who are Blind or Severely Disabled (AbilityOne)
Excess from other agencies	
Federal Prison Industries	
Supplies that are on the Procurement List maintained by the Committee for Purchase from People Who are Blind or Severely Disabled (AbilityOne)	
Wholesale Supply Sources (GSA/DLA)	

**Listed in order of priority*

If an agency is unable to satisfy requirements through mandatory sources, it is encouraged to consider satisfying requirements through the following nonmandatory sources before considering commercial sources in the open market.

Table 6 | FAR 8 .004 – Use of Other Sources

Supplies*	Services*
Federal Supply Schedules	Federal Supply Schedules
Governmentwide Acquisition Contracts	Governmentwide Acquisition Contracts
Multi-Agency Contracts	Multi-Agency Contracts
Other contracts or BPAs intended for government-wide use, e.g., Federal Strategic Sourcing Initiative (FSSI)	Other contracts or BPAs intended for government-wide use, e.g., Federal Strategic Sourcing Initiative (FSSI)
Wholesale Supply Sources	Wholesale Supply Sources
	Federal Prison Industries

**No prescribed order of priority*

Competition and the GSA Schedules Program

The FAR states that orders and Blanket Purchase Agreements (BPAs) placed against the Schedules program are considered to be issued pursuant to full and open competition as long as the ordering procedures are followed. See FAR . (d)( ).

The Schedules program meets the requirements of the Competition in Contracting Act (CICA).

An acquisition is considered to have been conducted under adequately competitive procedures when ordering activities follow the ordering procedures at FAR Subpart . , Federal Supply Schedules (refer to “Ordering Procedures” – Section of this desk reference).

Therefore, when placing orders in accordance with FAR . , ordering activities:

- Shall not seek further competition outside the Schedules program
- Shall not synopsize the award in FBO (exception: orders or BPAs supported by a limited-source justification in accordance with FAR . -)
- Shall seek price reductions for orders exceeding the Simplified Acquisition Threshold (SAT)
- Need not make a separate determination of fair and reasonable pricing, refer to FAR . (d) (except for determining the total overall price is reasonable when considering the level of effort and mix of labor for service tasks as required by FAR . - (d).
- Except DOD: see Class Deviation – Determining Fair and Reasonable Prices When Using Federal Supply Schedules (dated March ,)

Key Benefits of the GSA Schedules Program

The wide variety and large number of Schedule contractors allow ordering activities to access an extensive range of supplies and services to satisfy their requirements. More than , Schedule contractors offer more than million supplies and services.

Additionally, the Schedules program offers ordering activities numerous benefits, including:

Flexibility

When placing orders against Schedule contracts, ordering activities make a “best value” determination to select services or supplies to meet their needs (to find more on “best value,” refer to Section).

Schedule users have the opportunity to access the latest innovative services and technologies available. Schedule contractors have the ability to submit requests at any time to update their offerings.

Expert Knowledge

GSA awards contracts to industry experts – from small, innovative companies to Fortune firms – that understand the supplies and services needed by federal agencies and authorized users of the Schedules program. Similarly, GSA works with ordering activities to understand their needs.

Money-Saving Options

Volume Pricing

- GSA negotiates competitive contracts with commercial partners that offer discounts equal to or better than those provided to their best commercial customers.

Spot Discounts

- Schedule contractors may lower contract prices, offer spot discounts, pass along long-term price reductions, and/or provide additional concessions.

Price Reductions

- Seeking additional price reductions and concessions at the order level allows the customer to achieve improved prices and delivery terms.

*A Word to Contractors about Discounting: Discounting contract prices to an eligible ordering activity does not invoke the price reduction clause. See GSAR . - (d).

Roles and Responsibilities

GSA is responsible for the award, administration, and management of GSA Schedule contracts. The ordering activity is responsible for the award, administration, management, and closeout of the task or delivery order placed under the GSA Schedule contract. In addition, the ordering activity must comply with the Schedule contract terms and conditions, the Federal Acquisition Regulation (FAR), and authorized agency supplement, statutes, and policies.

GSA's responsibilities:

- Administer the GSA Schedule contract including annual subcontracting goal reporting, contract modifications to implement new FAR guidance, and contract administration procedures IAW the terms and conditions of the contract.
- Update the GSA Schedule contract terms and conditions so that they remain relevant and FAR compliant.
- Provide advice and guidance to ordering activities regarding GSA Schedule matters as requested by the ordering activity.
- Determine fair and reasonable prices for the purpose of establishing the GSA Schedule contracts.

Ordering Activity Responsibilities:

- Define order requirements
- Prepare Statement of Work (SOW) or Performance Work Statement for task order RFQs
- Properly manage funds IAW fiscal rules and regulations
- Ensure IT capital planning when appropriate
- Evaluate quotes
- Perform performance monitoring and appraisal via a certified Contracting Officer's Representative (COR)

Definitions

Schedule Number: the unique identification number assigned to each Schedule category. For example, GSA MAS provides agencies with a variety of furniture options.

GSA Special Item Number: the unique identification number assigned to specific product or service categories under a Schedule.

Contractor Team Arrangement: two or more GSA Schedule contractors working together to provide a total solution to the ordering activity.

QUICK TIP: THE ECONOMY ACT

FAR . - does not apply when agencies are purchasing through the GSA Schedules program. No Memorandum of Understanding (MOU) is required for an agency to use a federal supply schedule contract, since U.S.C. gives GSA the authority to establish and administer the program. (See FAR . - (b).

QUICK TIP: SCOPE DETERMINATION

The ordering activity should determine that the products and/or services required are within the scope of the GSA Schedule contract. The process for making a scope determination differs for products and services.

Products

For products, if the ordering activity has a bona-fide need for the product and it is available on the GSA contract, it is within scope. There is no requirement for the ordering activity to receive a GSA scope determination.

Services

For services, this typically means the ordering activity will use the steps below to verify that its requirement can be adequately met through a GSA Schedule contract:

Check the Schedule and category description using GSA eLibrary at http://www.gsaelibrary.gsa.gov .

. Review the Statement of Work, which is available in the GSA standing solicitations for the GSA Schedule being contemplated. The solicitations may be accessed through www.gsa.gov/schedulesolicitations .

. If the OCO is still unsure of the scope fit, he or she may request a scope review from the GSA Contracting Officer.

For most procurements, the ordering activity's Contracting Officer can make a scope determination by following steps and above; however, in the event additional information is needed, the Contracting Officer may contact GSA for further assistance at gsaschedules@gsa.gov

Services Not Allowed on Schedule Task Orders

Inherently governmental functions – see the prohibition at FAR Subpart . (a)

- Personal services as defined in FAR Subpart . (a)
- Architect and Engineering (A&E) Services subject to the Brooks Act and FAR Part acquisition procedures
- Construction – except minor repair and alterations can be provided as ancillary under GSA MAS FAC, Facilities Management.

Section : How GSA Schedules Are Awarded

Through Schedules, GSA offers a means for buying activities to take advantage of the tremendous benefits that can be achieved only by leveraging the government's immense buying power. The discounts this buying power affords are passed on to ordering activities. The steps GSA takes in the acquisition process to establish Schedule contracts are similar to those of any federal acquisition. A step-by-step approach is provided below to explain this process.

Awarding a GSA Schedule Contract

Standing Solicitations and Offers

Standing solicitations are posted on FBO (www.FBO.gov) and offers are accepted from prospective businesses at any time. Solicitations are continuously refreshed (amended) and updated as contract terms and conditions evolve. After the solicitations are updated, existing Schedule contracts are modified to ensure they contain the latest terms and conditions. All GSA Schedule solicitations may be accessed through www.gsaelibrary.gsa.gov.

Evaluation

After offers are received, each individual offer is evaluated on its own merit. Offerors are provided opportunities to clarify deficiencies and are allowed to submit supplemental information.

Schedule contract evaluation factors include:

- Technical
- Factor One – Corporate Experience
- Factor Two – Past Performance
- Factor Three – Quality Control
- Factor Four – Relevant Project Experience (services contracts only)
- Pricing

During the evaluation process, the Contracting Officer works closely with the small-business technical advisor to evaluate small-business subcontracting goals for large-business offerors. Prior to award, a "determination of responsibility" is made pursuant to FAR Part .

Because GSA has completed a determination of responsibility at the Schedules contract level, ordering agencies are not required to conduct it at the order level. A determination of responsibility focuses on a Schedule contractor's financial resources, integrity, operational controls, technical skills, production-control procedures, quality-assurance measures, property control systems, technical equipment, facilities, and past performance (refer to FAR .). Other requirements and clearances conducted at the contract level by GSA include:

- EEO clearance (refer to FAR .), as applicable
- Pre-Award Audit (refer to FAR . - (a)), as applicable
- SAM.gov registration

GSA evaluates the Schedule offerings in accordance with procedures in FAR Parts and and the General Services Acquisition Manual (GSAM). Prior to the award of a Schedule contract, the GSA Contracting Officer negotiates fair and reasonable pricing. The prices or discounts offered to GSA are compared with the prices or discounts offered by the company to its own commercial customers.

Note: *Contracts awarded under the GSA Schedules program are in compliance with Public Law 95-507, Section 211, Subcontracting: Agency Coordination with the Small Business Administration Resident Procurement Center Representatives.*

Prospective offerors representing themselves as large firms must submit a subcontracting plan to GSA that identifies percentage goals for subcontracts with small-business firms and describes how the planned goals will be achieved. In turn, GSA reviews, negotiates, and approves the proposed subcontracting goals. Based upon subcontracting plans, agreed percentages enable federal government business to "flow down" to small-business concerns. The GSA Contracting Officer complies with the EEO clearance procedures of FAR . , when the contract value is estimated to be greater than M. The Ordering Contracting Officer must contact the GSA CO to determine whether or not the EEO clearance has been completed for a specific contract. If it has not been done, the OCO should ask the GSA CO to complete the clearance based on the value of the anticipated order.

Contract Award

After price negotiations, award is made to acceptable offerors considering price and other factors.

QUICK TIP: SUBCONTRACTING PLANS

Ordering agencies are not required to establish or review subcontracting plans at the task-order level.

Awarding Overlapping FSS Contracts

A current GSA Schedule contractor can submit an offer for a new contract under the same Schedule at any time during its existing contract's period of performance. Clause A-FSS- , *Consideration of Offers under Standing Solicitation* (JAN), accommodates this flexibility. Typically, the award of a new contract will result in the cancellation of the existing contract upon award. However, if the contractor has one or more active Blanket Purchase Agreements (BPAs) or orders under its existing contract (or has submitted quotes for either and is awaiting an award decision), it is eligible for the award of a new contract that is allowed to overlap and run alongside the existing one. This is referred to as continuous contracts.

Holding continuous contracts enables the FSS contractor to complete work under BPAs and orders awarded via the existing contract, while utilizing the new contract for new business opportunities. A contractor that wishes to hold continuous contracts must –

- Indicate with its offer that it wishes to hold continuous contracts, along with a listing of all active submitted quotes, established BPAs, and awarded orders under the existing contract. For each, the contractor must include the ordering activity name and point of contact, RFQ/BPA/order number, dollar value, and period of performance (including options).
- Assist the FSS contracting officer in determining the proper cancellation date for the existing contract. The existing contract is to be cancelled the day after the final day of the ordering period for the active BPA or order (including options). In situations where multiple BPAs and/or orders are active, the cancellation date should be based on the last remaining BPA or order.
- Agree not to use the existing contract to compete for new business opportunities

See further discussion on periods of performance for orders and BPAs in Sections and .

Economic Price Adjustments (EPA)

GSA Schedule contractors are allowed to renegotiate or modify prices in accordance with their commercial practices. Price decreases may be requested by the contractor at any time during the contract period. Price increases will occur in accordance with the EPA clauses negotiated with each Contractor.

Higher Standards

In an effort to raise standards under the MAS Program, the following requirements are included in all solicitations and are relevant to all Schedule offers and subsequent contracts, as applicable:

( ) AbilityOne Program Products

The AbilityOne Program is a federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission.

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for federal customers, the offeror is required to remove any ETS items from its MAS proposal. This applies only to the following Schedules: GSA MAS , Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services; GSA MAS , Office Products/Supplies and Services and New Products/Technology; GSA MAS V, Hardware Superstore; and IT Schedule , General-Purpose Commercial Information Technology Equipment, Software, and Services.

For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov or contact info@abilityone.gov.

( ) Manufacturer Part Number and Universal Product Code Data

Manufacturer part number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the associated product may not be awarded.

( ) Frustrated Freight (applicable only to overseas delivery)

The offeror must maintain an order-tracking system that permits ordering agencies to track the location of an order at any time, from the moment the order is shipped to the point of delivery and acceptance.

The offeror must also demonstrate understanding of orders bound for an international endpoint delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD- and MIL-STD- edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offer does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

( ) Full-Product and Broad-Service Offerings

The offeror must provide a full and broad array of proposed products/services. An offer will not be accepted with limited product/service offerings unless it represents a total solution for the proposed SINs.

( ) Fair and Reasonable Pricing

To determine fair and reasonable pricing, the GSA Contracting Officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.

Section : Ordering Procedures

Ordering Procedures

The GSA Schedules program is designed to assist government customers in meeting their procurement requirements. An “ordering activity” is an activity that is authorized to place orders or establish Blanket Purchase Agreements (BPAs) against GSA Multiple Award Schedule contracts.

GSA has streamlined ordering procedures, allowing an ordering activity to direct its focus on the requirement rather than on a lengthy acquisition process. The ordering procedures described below are applicable to all agencies throughout the federal government.

The FAR provides the primary regulatory guidance for the GSA Schedules program. FAR Subpart . , Federal Supply Schedules, prescribes procedures that ordering activities must follow when issuing orders against Schedules. By placing an order against a Schedule contract, the ordering activity has concluded that the order represents the best value (as defined in FAR . , Definitions) and results in the lowest overall cost alternative to meet the government’s need.

QUICK TIP: APPLICABILITY OF THE FAR

The following Parts of the FAR DO NOT apply to orders placed under GSA Schedule contacts:

- Part , Simplified Acquisition Procedures (except . - (c)( ))
- Part , Sealed Bidding
- Part , Contracting by Negotiation
- Part , Small Business Programs (except . - (e)( )(iii))

Orders placed against a Schedule contract:

- Are not exempt from acquisition planning as required by FAR Part and agency supplements
- Must follow the ordering procedures set forth in FAR .
- May be set aside for small businesses at the discretion of the ordering activity’s Contracting Officer
- Are not exempt from an information-technology acquisition strategy as required by FAR Part
- Are not exempt from the requirements for a bundled contract when the order meets the definition of “bundled contract”

Orders against a Schedule contract must be placed during the contract’s effective period. Orders placed during the effective period but not completed within that period “shall be completed by the Contractor within the time specified in the order. The Schedule contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period, provided that the Contractor shall not be required to make any deliveries under the contract after the completion of the customer order, including options, months following the expiration of the Schedule contract ordering period.”

Options on orders may be exercised beyond the ordering period of the Schedule contract, including Schedule contract option year periods, if the Schedule contract includes clause . - (Oct) with fill-in language which provides for orders to extend up to months beyond contract expiration. Before placing an order, it is advisable to verify that the FSS Schedule contract has FAR . - (Oct) fill-in language to allow for the exercise of options on orders beyond the contract period. However, no orders or options on orders may extend more than months after the expiration of the FSS Schedule contract.

The terms and conditions, including all clauses, are available for viewing for each Schedule through GSA eLibrary at www.gsaelibrary.gsa.gov. On the contractor detail page, click on "View the specifics for this contract" under "Contract Clauses/Exceptions" to view all the clauses for that contract.

While GSA will not alter the terms and conditions of a Schedule contract in violation of CICA or alter the scope of a contract to meet an individual ordering activity's unique needs, an ordering activity may add terms and conditions to an order that do not conflict with the Schedule contract terms and conditions. Use caution when adding terms and conditions to a Schedules order to ensure that no violation of CICA occurs.

QUICK TIP: ACCESSING SCHEDULE CONTRACTS TERMS AND CONDITIONS

The best and easiest way to review Schedule terms and conditions is to access the current Schedule solicitation for the respective Schedule through FedBizOpps. Go to https://www.gsaelibrary.gsa.gov/ElibMain/scheduleList.do, click the Schedule number then click on the box under the Schedule title that says "Vendors" linking to FBO. At the FedBizOpps page, click on the document in the right-hand column entitled " – Solicitation."

QUICK TIP: NO MAXIMUM ORDER LIMITATIONS UNDER GSA SCHEDULES

Each Schedule contract has a maximum order threshold (MOT), or maximum order limit, which varies by Special Item Number (SIN). The maximum order limit does NOT limit the value of any task order or contract awarded against the SIN. The maximum order threshold simply represents the point where, given the dollar value of the potential order, the Schedule contractor can decline the order. See . - ORDER LIMITATIONS (OCT) (DEVIATION II – FEB) for further information on maximum order limitations.

QUICK TIP: DOD ONE OFFER RULE

DOD agencies must follow DOD policy (DFARS .) when only one quotation is received under a Schedules solicitation. If less than days for quotation submission was allowed and the order value exceeds the Simplified Acquisition Threshold, the Contracting Officer must consider promoting competition by revising the requirements document to eliminate any barriers and by permitting more time for receipt of quotations.

Ordering procedures for Schedule contracts vary, based on:

- Whether or not a Statement of Work (SOW) is used
- The dollar amount of the order

Ordering Procedures Without an SOW

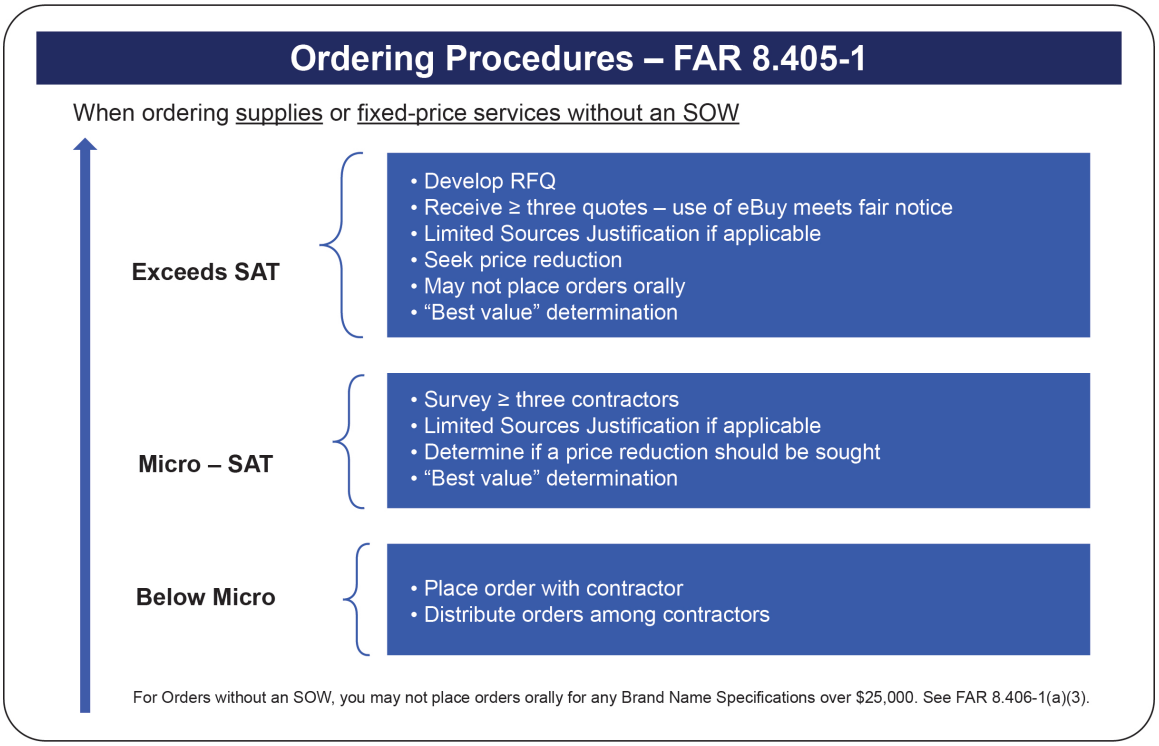

Figure 1 | Flowchart – Ordering Procedures – FAR 8.405-1

For orders at or below the micro-purchase threshold , the ordering activity can place the order directly with any GSA Schedule contractor that can meet their needs. Orders should, however, be distributed among various contractors.

For orders that exceed the micro-purchase threshold , but not the simplified acquisition threshold, consider reasonably available information about the supply or service offered on GSA*Advantage!*®. Review at least three Schedule contractors' price lists or obtain quotations from at least three GSA Schedule contractors. Evaluate, and then make a "best value" determination. Ordering activities should give preference to the items of small-business concerns when two or more items at the same delivered price will satisfy the requirement.

For orders that exceed the simplified acquisition threshold or when establishing a BPA , prepare an RFQ and post it on eBuy to afford all Schedule contractors the opportunity to respond, or provide the RFQ to as many Schedule contractors as practicable to reasonably ensure that at least three quotes are received. At a minimum, ordering activities should consider, if available, at least one small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, women-owned small business, or small disadvantaged

business Schedule contractor. Seek price reductions. Evaluate all responses and place the order or establish the BPA with the GSA Schedule contractor that represents the best value (refer to FAR . - (d)).

Ordering Procedures When an SOW Is Required

Figure 2 | Flowchart – Ordering Procedures – FAR 8.405-2

For orders at or below the micro-purchase threshold , the ordering activity can place the order directly with any GSA Schedule contractor that can meet their needs. Orders should be distributed among various contractors.

For orders that exceed the micro-purchase threshold , but not the simplified acquisition threshold, prepare a SOW or PWS in accordance with FAR . - (b). Send the RFQ (including the SOW and evaluation criteria) to at least three GSA Schedule contractors. The ordering activity should request GSA Schedule contractors to submit Firm Fixed Price (FFP) priced orders to the maximum extent possible and must document the rationale when awarding an order that is other than FFP. Evaluate and then make a "best value" determination.

For orders that exceed the simplified acquisition threshold or when establishing a BPA , prepare a SOW or a PWS in accordance with FAR . - (b). Prepare an RFQ (including the SOW and evaluation criteria) and post it on eBuy to afford all Schedule contractors, under the relevant SIN, the opportunity to respond, or provide the RFQ to as many Schedule contractors as practicable to reasonably ensure that quotes are received from at least three contractors. At a minimum, ordering activities should consider, if available, at least one small-business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, women-owned small business, or small disadvantaged business Schedule contractor. The ordering activity should request GSA Schedule contractors to submit FFP orders to the maximum extent possible and must document the rationale in accordance with FAR . (h) when awarding an

order that is other than FFP. Seek price reductions. Evaluate all responses and place the order or establish the BPA with the GSA Schedule contractor that represents the best value (refer to FAR . - (d)).

See Section for procedures on establishing MAS BPAs and placing orders against them.

Order Documentation for the Contract File

Order Award Documentation

Document your awards in accordance with regulations and local policy.

Schedule order documentation includes:

Table 7 | **Documentation - Orders without SOW**

Documentation – Orders without SOW (. -)	
Schedule contracts considered	✓
Contractor chosen	✓
Description of the supply or service purchased	✓
Amount paid	✓
Evidence of compliance with the ordering procedures when exceeding the SAT	✓
Basis for the award decision	✓
Determination that interagency vehicle (Schedule) constitutes best approach	✓

Table 8 | **Documentation - Orders with SOW**

Documentation – Orders with SOW (. -)	
Schedule contracts considered	✓
Contractor chosen	✓
Description of the supply or service purchased	✓
Amount paid	✓
The evaluation methodology used in selecting the contractor to receive the order	✓
The rationale for any tradeoffs in making the selection	✓
Overall price reasonable determination	✓
Rationale for using other FFP or performance based	✓
Evidence of compliance with the ordering procedures when exceeding the SAT	✓

QUICK TIP: DISCRETIONARY SET ASIDES

At the discretion of the Ordering Contracting Officer (OCO), orders and BPAs based on GSA Schedule contracts can be set aside for the types of small businesses listed in FAR . (a)( ). The competitive processes in FAR . - , - , and - must be followed.

Order Placement

Ordering activities may place orders orally, except for:

- Supplies and services not requiring a Statement of Work (SOW) exceeding the simplified acquisition threshold
- Services requiring an SOW
- Orders containing brand-name specifications that exceed ,

Prior to the placement of an order, the ordering activity must ensure that the regulatory and statutory requirements of the requiring agency have been applied. Orders must include the following information in addition to any information required by the Schedule contract:

- Complete shipping and billing addresses
- Contract number, agency order number, and date
- F.O.B. delivery points, e.g., origin or destination
- Discount terms
- Delivery time or Period of Performance
- SIN or National Stock Number (NSN)
- SOW, when required, or a brief, complete description of each item
- Funding code and accounting information

(Ordering by model number, features, and options such as color, finish, and electrical characteristics, if available, must be specified.)

- Quantity
- Number of units
- Unit price
- Total price of order
- Points of inspection and acceptance
- Other pertinent data, e.g., delivery instructions or receiving hours and size-of-truck limitation
- Marking requirements
- Level of preservation, packaging, and packing

Market Research – GSA Schedules

Market research is defined as collecting and analyzing information on the market for a government requirement (refer to FAR .). It is an essential element in acquiring commercial items and provides information to the ordering activity in understanding the requirement and what is available in the commercial marketplace.

GSA offers two resources to assist with market research:

The Contract-Awarded Labor Category (CALC) tool helps federal contracting officers and others find awarded prices to use in negotiations for labor contracts. It offers ceiling prices, fully burdened costs, services data, and worldwide rates. See https://calc.gsa.gov/ .

Discovery is a market research tool for GSA Contract Vehicles. See https://discovery.gsa.gov/ .

Acquisitions begin with a description of the ordering activity's needs, stated in terms sufficient to conduct market research. The type, extent, and use of market research is determined by the availability of a commercial supply or service, the complexity of the order, its nature (whether the order is to fulfill a new or recurring requirement, an enhancement, etc.), the dollar value of the order, and the industry sector involved (refer to FAR .). Both the ordering Contracting Officer and requiring activity are responsible for market research.

To perform effective market research, the ordering activity must collect and analyze information about the capabilities within the market to satisfy the agency's need. The results of market research will determine if Schedule contracts have items/services available to meet an ordering activity's needs. At the same time, market research will also indicate whether commercial sources exist that are capable of satisfying the activity's requirement, as well as the customary commercial terms and conditions (e.g., practices of firms engaged in producing, distributing, and supporting commercial items in terms of warranty, buyer financing, maintenance, and packaging and the market environment).

Other factors ordering activities will want to include during market research are performance standards, industry trends, price, delivery times, payment methods, trade-offs, whether there are enough small businesses that can satisfy agency requirements to allow setting aside of the requirement, quality-control methods, surveillance methods, etc. Using GSA eTools, ordering activities may perform market research, review the terms and conditions of capable Schedule contractors, and perform price comparisons. Refer to Section , eTools.

Market research may be facilitated through the use of eBuy to distribute a Request for Information (RFI) to Schedule contractors. Using an RFI via eBuy may produce valuable feedback from potential Schedule contractors on how to best to tailor the acquisition and how to best utilize Schedule sources.

Market research is the cornerstone for developing acquisition strategies. Contracting Officers must identify which Schedule contractors are capable of performing the required work, as well as verify how many Schedule contractors are interested in the opportunity. Based on this research, they may be able to determine how many are likely to respond in order to ensure that at least three quotes are received. The Contracting Officer must, at a minimum, review the Schedule contracts to determine which Schedule contractors are capable of performing the required work.

- Market research is especially important for task orders exceeding the simplified acquisition threshold. The Contracting Officer and the requiring agency personnel must conduct market research as described below. Use GSA eLibrary (www.gsaelibrary.gsa.gov) to learn which Schedule vendors are capable of providing the products and/or services needed to fulfill the ordering agency's requirements. Pursuant to FAR Part , vendors may be contacted in an attempt to learn as much about the commercial marketplace as possible, including performance or industry standards, warranty, maintenance requirements, risks and advantages of various potential solutions, etc.
- If market research reveals that the number of capable and interested vendors is low, the use of eBuy will serve to notify all vendors on the Schedule of the selected SIN about the requirement and satisfy the competition requirements of FAR . - and - even if fewer than three quotes are received.
    - Once the Contracting Officer and the requiring office representatives have gathered the information, they need to become educated consumers, they can then finalize their SOW/ PWS/SOO and develop appropriate evaluation criteria.

Best Value

Ordering activities have considerable latitude in structuring their procurement and can consider both price and other factors (e.g., past performance, technical capabilities and qualifications of key personnel) in selecting Schedule contractors.

When determining "best value," an ordering activity may take advantage of the full spectrum of "best value" techniques as defined in FAR . , from lowest-priced technically acceptable through a full trade-off process. When determining which nonprice evaluation factors to include in an RFQ, ordering activities should decide how factors will be considered and their relative importance to other nonprice factors.

Ordering activities should consider:

Item characteristics:

- Which commercial services/supplies match most closely with the identified activity requirement?
- Is there an apparent trade-off between service/supply features and price?

Past performance:

- Does available information indicate that Schedule contractors or other available sources have significantly different past-performance records?
- Does available information indicate that specialized performance experience will significantly improve a contractor's chance of success in meeting the requirement?

Warranty:

- Do Schedule contractors or other suppliers offer warranties? Can they be extended?
- Do available warranties protect customers from significant risk?

- Are the warranties offered by Schedule contractors comparable to those offered by other sources in the market?
- If warranties are offered, does the activity have the administrative tracking and logistics capabilities necessary to take advantage of them?

Ownership costs:

- What installation costs are associated with the various supplies that meet identified requirements? Are the installers factory-trained?
- What is the reliability of the various supplies that meet identified requirements (e.g., average time between failures)?
- What are the historical repair costs for the various supplies?
- What are the historical routine-maintenance costs for the various supplies?
- What are the disposal costs associated with the various supplies? Are there any Haz-Mat considerations involved with disposal?

Maintenance availability:

- Is continuing maintenance required for the supply to meet activity requirements?
- Do Schedule contractors or the suppliers provide maintenance for the identified supply?
- Do Schedule contractors or other suppliers provide maintenance in the area(s) where the supply is most likely to be used?
- If the Schedule contractor is not the Original Equipment Manufacturer (OEM), is there an agreement in place that will ensure services provided by the Schedule contractor will not void the warranty?

Useful life:

- How long are available supplies expected to remain useful?
- Are there any significant differences in useful life between supplies?

Technical qualifications:

- Are there significant differences in provider/supplier technical qualifications?
- If for services, is the proposed labor mix likely to result in successful performance?
- If the requirement is performance-based, has the contractor proposed appropriate performance standards and a quality control plan that measure the right things in order to ensure success?
- Are there unique or specialized qualifications required to meet the activity requirement?
- Are there any significant differences between the technical qualifications of Schedule contractors and other firms in the industry? Some schedule vendors are less experienced than others, so there will be differences.

Training and customer support issues:

- Is training or other customer support important to the user of the supply or service?
- Do Schedule contractors or other suppliers offer customers significantly different levels of training or other customer support?

Transportation costs:

- If items are priced other than FOB destination, will the transportation cost be significantly different for shipments from different sellers? Heavier items can have significant transportation costs.

Administrative costs:

- Will the administrative costs of contracting with one prospective contractor likely be different from contracting with another? In other words, will it cost more in time and/or money to contract with one seller than it will to contract with another? This cannot be predicted accurately prior to award and cannot be used as an evaluative factor.

Delivery and performance terms:

- Can Schedule contractors meet ordering activity delivery or performance requirements?

The benefits of making a "best value" selection decision can result in improved mission performance and lower life-cycle costs, while encouraging Schedule contractors to provide their best supplies and services to the government.

The fundamental goal of GSA in managing the Schedules program is to provide an array of procurement choices that provides sufficient flexibility to satisfy customers in terms of choice, price, quality, and timeliness of delivery.

QUICK TIP: BEST VALUE FACTOR SOCIOECONOMIC FACTORS

Through the MAS program, GSA is committed to increasing contracting opportunities for small business and assisting ordering activities in achieving or exceeding their socioeconomic goals.

To support this effort, ordering activities may, in their "best value" determination, consider the Schedule contractor's socioeconomic status when:

a) The order is estimated to exceed the micro-purchase threshold, ordering activities seeking to use the MAS program to achieve their agency's small-business goals may make socioeconomic status a primary evaluation factor when making a "best value" determination (see FAR . - (d) and . - (b)).

b) A Request for Quotation (RFQ) is issued, it can reflect that one of the primary evaluation factors is achieving the agency's socioeconomic goals.

c) Accepting work from a requiring activity, the ordering activity must ask and receive confirmation in writing that the requiring activity desires to achieve one of its socioeconomic goals and specify which goal.

and

d) Place a copy of the requirements document with the applicable confirmation in the contract or order file. The Acquisition Plan should indicate which socioeconomic objective is to be achieved through the respective acquisition.

or

Pursuant to FAR Subpart . - , ordering activities may, at their discretion, set aside orders or BPAs for small businesses, as defined in FAR Part . (a)( ).

QUICK TIP: COMPETITION

If the response to any of the following questions is “yes,” competition may be unnecessarily limited:

Is the SOW narrowly defined with overly restrictive specifications or performance standards?

Is the order written in such a way as to create a continuous arrangement with the same contractor?

Was the requirement obtained through the use of restricted competition not in accordance with the procedures in FAR . - ? Is it a brand-name-only requirement?

Ordering Activity – A Matter of Choice

Ordering activities have the primary responsibility to meet their agency’s mission. By using Schedules, agencies may access a wide variety of contractors. Ordering activities may place orders in a competitive environment to contractors offering the best value.

Ordering activities are encouraged to explore and understand the features available under the Schedules program and to use them to optimize their purchasing experience. This includes consideration of a small-business set-aside to help agencies meet their small-business goals. As with any purchase, the ordering activity is responsible for applying the regulatory and statutory requirements for which the order is placed, or the BPA is established.

Performance-Based Acquisitions (PBAs), in which requirements are stated in terms of results or outcomes, allow an ordering activity to focus on the agency mission and are the preferred method of acquisition (FAR Subpart .). The Performance Work Statement (PWS) or Statement of Objectives (SOO) states what is to be accomplished and allows Schedule contractors to propose various solutions to accomplish the objective. When ordering activities state the results requested, Schedule contractors are better able to offer more creative, cost-effective solutions.

See htt ps://pba.app.cloud.gov/app/ /pba .

Describing Agency Needs and Alternatives to Brand-Name Constraints

It is important to strive to maintain vendor and technology neutrality to the maximum extent feasible when creating requirements and writing contract specifications. It is just as important to use performance specifications whenever possible to encourage offerors to propose innovative solutions. However, there are two significantly different circumstances recognized in the FAR where the government's need cannot be adequately and completely described without some reference to a particular brand-name product or feature of a product.

1. **Brand Name or Equal**: Using a "brand name or equal" purchase description is recognized as permissive of competition because it allows offerors to propose alternatives with supporting information that demonstrates their solution's equality. While the "brand name or equal" approach is accepted as being adequately permissive of firms' opportunity to compete for award (e.g., FAR . (c)), it is, nonetheless, severely limiting with respect to innovative solutions:

   FAR . states, *'... the use of brand name or equal purchase descriptions may be advantageous under certain circumstances" and '... (b)rand name or equal purchase descriptions must include, in addition to the brand name, a general description of those salient physical, functional, or performance characteristics of the brand name item that an 'equal' item must meet to be acceptable for award. Use brand name or equal descriptions when the salient characteristics are firm requirements."*

2. **Brand Name**: This is not the preferred approach because it is the most restrictive to industry in terms of competitive opportunities for innovative solutions. Thus, use of this approach is severely limited and requires the support of an approved Limited Sources Justification:

   FAR . states, *"agency requirements shall not be written so as to require a particular brand name, product, or feature of a product, peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, unless ... (t)he particular brand name, product, or feature is essential to the government's requirements, and market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs."*

However, both of these approaches limit offerors' flexibility in proposing innovative solutions to meet agency needs. Moreover, use of each of these approaches to describing agency needs entails mandated additional requirements for the description's contents to comply with the FAR requirements about the use of such specification constraints.

For example, if an agency needs a microprocessor, rather than issue brand-name specifications for microprocessors associated with a single manufacturer, the agency should articulate a benchmark for performance or specify the requirements for applications and interoperability. Benchmarks for microprocessors can be specific for functions such as Internet content creation, office applications, or mail servers. Benchmarks may also measure the overall performance of computers.

Statement of Work (SOW) and Request for Quotation (RFQ)

Note: *Generally, ordering activities use these procedures when ordering services priced at hourly rates as established by Schedule contracts. The applicable services will be identified in the GSA Schedules and the contractor's price list.*

When acquiring a service that does not rely on the Schedule contractor's commercial description to define the requirements (e.g., program management services), an SOW, or if performance-based, a Performance Work Statement (PWS) or Statement of Objectives (SOO), is necessary. Using the example for program management services, the SOW would describe the requirements for a management process improvement program that must be met – the tasks, deliverables, and specific delivery dates.

To the maximum extent practicable, agency requirements shall be performance-based (refer to FAR . , Performance-Based Acquisition (PBA)). The OCO must write a memorandum to the file if the order is not going to use PBA procedures.

Understanding a SOW

A SOW is essential when purchasing commercial services. Be aware that SOWs are read and interpreted by government and industry personnel who have diverse backgrounds such as engineering, science, accounting, law, contracting, and other business fields. The SOW must be clear, precise, complete, and concise. It should contain the following elements per FAR . - :

- Work to be performed
- Location of work
- Period of Performance
- Deliverable schedule
- Inspection and acceptance requirements
- Special requirements, such as security clearances, travel, special knowledge

Background

- Describe the project in general terms
- Discuss the purpose of the project – in other words, why the project is being pursued and how it relates to other projects
- Include, as necessary, a summary of statutory authority or applicable regulations
- Provide copies of pertinent background materials and include them in a reference or attachment.

QUICK TIP: STATEMENT OF WORK

There are some general preparation guidelines to consider when preparing an SOW:

- Preparation responsibility. Normally, the person responsible for preparing the purchase request may also be responsible for preparing the SOW. If so, the person may seek advice and assistance from others involved in the procurement process.
- The person responsible for issuing the delivery/task order must ensure that the SOW is adequate for the procurement. If the functions are not completed by the same person, it is important for the preparer of the purchase request and the preparer of the SOW to work together (if possible) to ensure that the services required are clearly described.
- Consider reviewing the SOW Library tool, available at https://hallways.cap.gsa.gov/login-information.
- Remember to define requirements within the scope of commercial items or services.
- All services ordered must be within the scope of the GSA Schedule contract.

Objectives

- Provide a concise overview of the project and how the results or end products will be used; include goals

Scope

- Cover the general scope of the work the Schedule contractor will perform and what the government expects to be accomplished

Tasks or Requirements

- Describe detailed work and management requirements

Deliverables or Delivery Schedule

- Describe what the Schedule contractor shall provide
- Identify the Schedule contractor's responsibilities
- Specify any specialized expertise, services, training, and documentation, as applicable
- Clearly state the deliverables required, schedule for delivery, quantities, and to whom they will be delivered
- Describe the delivery schedule in terms of calendar days from the date of award
- Identify the type of documentation (printed and/or electronic) to be provided, as well as the quality indicators desired by the government

Government Property and Information

Government property and information requirements should be addressed in the requirements documentation and administered through the Schedule order.

"Government property" means all property owned or leased by the government. Government property includes both government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

"Government-furnished property" means property in the possession of, or directly acquired by, the government and subsequently furnished to the contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the government for continued use under the contract.

"Government-furnished information" includes, but is not limited to, manuals, drawings, and test data, to be provided to prospective offerors and contractors that require additional controls to monitor access and distribution (e.g., technical specifications, maps, building designs, schedules, etc.), as determined by the agency.

Refer to FAR . for more information.

Security Provisions

- State any security requirements, as necessary, for the work to be performed

Place of Performance

- Specify whether the work is to be performed at a government site or the contractor's site. If at the government site, describe access requirements (i.e background screening, badging, etc.)

Period of Performance

- Specify the Period of Performance, e.g., hours, days, weeks, or months

Performance-Based Acquisitions (PBA)

Performance-based contracting (refer to FAR Subpart .) methods are intended to ensure that required performance quality or service levels are achieved and that total payment is related to the degree that services performed or outcomes achieved meet contract standards.

PBAs requiring an SOW (per FAR . -) will have either a PWS or SOO describing agency requirements for potential quoters.

To the maximum extent practicable, agency requirements shall be performance-based (refer to FAR Subpart .). Visit https://pba.app.cloud.gov/app/ /pba to review "Steps to Performance Based Acquisition."

QUICK TIP: PERFORMANCE BASED ACQUISITION

Regardless of the type of requirements document chosen, the following points hold true:

- The procurement should support and be linked to the agency's mission
- Focus on the outcomes or results, not the "how-to's"
- Decide what constitutes success
- Establish a baseline to measure current and future performance

Understanding the Performance Work Statement

Two types of requirements documents express the agency's needs when an order will be performance-based: either a Performance Work Statement (PWS) or a Statement of Objectives (SOO). The choice depends upon how flexible the ordering agency is on how the requirements are expressed to the vendors. The PWS imposes more restrictions on solutions that can be offered, while the SOO is a very high-level statement of needs that leaves room for a good deal of innovation. Both approaches require some of the same information as the SOW, in terms of security issues, GFI or GFE, deliverables and due dates, etc. The SOW tells the vendors what to do and how to do it. The awardee must comply. In PBAs, we look for results and measure performance to ensure the results are in fact accomplished.

PWS

The suggested format for a PWS is similar in content to an SOW, but contains no "how-to's."

The "how" is left up to the quoter. The following bullet points provide an example of a PWS format.

- Provide background
- Describe the purpose of the contract
- Describe the government objective(s), e.g., goals, needs, etc., and put it into context ("How does it relate to mission and enterprise?")
- Check for regulatory budget guidance
- List all government-furnished property, equipment, and/or information
- Describe security requirements (both information and personnel)
- List/attach applicable documents (policies, procedures, templates, etc.)
- List constraints, e.g., must fit with existing interfaces, must utilize existing space, must be compatible with computer protocols, or existing equipment must be used

RFQ

As required by FAR . - , ordering activities must provide an RFQ, including the evaluation criteria or the basis upon which the selection will be made, to Schedule contractors that offer supplies or services that will meet the agency's needs. When an ordering activity issues an RFQ, the request should include the SOW, and it shall ask Schedule contractors to submit a price quote to provide the services as outlined in the SOW. The price shall be based on the prices in the Schedule contracts and shall consider the mix of labor categories and level of effort required to perform the services described in the SOW.

A Firm Fixed Price (FFP) order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor-hour (LH) or timeand-materials (T&M) quotation may be requested. The FFP of the order should also include any travel costs or Other Direct Costs (ODCs) related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for LH and T&M orders, along with a not-to-exceed line item for ODCs or travel reimbursement.

An RFQ should ensure the following information is included:

- RFQ identification number
- Issuing organization and point-of-contact
- RFQ closing date and time
- Notification that only Schedule contractors from the chosen SINs will be considered
- If applicable, the intention to award a single- or multiple-award BPA
- If applicable, a statement that the requirement is set aside for small businesses or a subcategory of small business. Recommended language can be found at www.gsa.gov/schedulesandsbgoals.
- Instructions to quoters as necessary (e.g., page limits)
- Other pertinent information – such as agency-specific provisions and clauses that do not conflict with Schedule contract clauses
- Other information may be included in the SOW part of the RFQ

Evaluation/Selection Criteria

This section of the RFQ identifies the selection criteria; e.g., technical excellence, management capability, prior experience, personnel qualifications, delivery or performance schedule compliance, and/or past performance that refer to "best value."

Note: *Ordering activities must treat all Schedule contractors fairly and inform them of the requirements of the potential order. The ordering activity must evaluate competitive quotes solely on the factors specified in the RFQ evaluation criteria.*

"Providing" an RFQ to Schedule contractors includes posting the RFQ on eBuy and is required under the following circumstances:

- A services requirement for which an SOW is needed that exceeds the micro-purchase threshold, or
- Any requirement for supplies or for services, whether or not an SOW is required, that exceeds the simplified acquisition threshold.

QUICK TIP: OVERALL PRICE REASONABLENESS DETERMINATION

A determination of reasonable pricing for services offered should be based on the following three variables:

- Hourly rates
- Labor categories proposed to fulfill the task
- Number of hours proposed for each category

The ordering agency must analyze the mix of categories, hours, and rates to determine if the total price for the task is reasonable. This is accomplished by having an IGCE prepared by a technical person.

Remember: GSA has already determined that the hourly labor rates are fair and reasonable.

Remember to require in the RFQ that the quoted prices conform to the Schedule contract prices (equal to or lower than) and to seek additional price reductions at any time.

Open Market Items

In accordance with FAR . (f), for administrative convenience, an ordering activity's Contracting Officer may add items not on the GSA Schedule contract – e.g., Open Market Items – to a GSA Schedule BPA or an individual task or delivery order only if:

- All applicable acquisition regulations pertaining to the purchase of the items not on the Schedule contract have been followed (e.g., publicizing (FAR Part), competition requirements (FAR Part), acquisition of commercial items (FAR Part), contracting methods (FAR Parts , , and), and small-business programs (FAR Part)).
- The ordering activity's Contracting Officer has determined the prices for the items not on the Schedule contract are fair and reasonable.
- The items are clearly labeled on the order as items not on the Schedule contract.
- All clauses applicable to items not on the Schedule contract are included in the order.
- The ordering Contracting Officer has determined that the items are within the scope of the Schedule contract.

It is important to recognize that GSA has negotiated prices or determined prices to be fair and reasonable only for those supplies and services that are awarded to Schedule contracts. Therefore, the ordering activity must comply with the requirements for full and open competition by following all applicable acquisition regulations and determining price reasonableness for Open Market Items.

QUICK TIP: OPEN MARKET ITEMS

The terms and conditions of the Schedule contract do not apply to Open Market Items, and all contract clauses applicable to such items must be included in the order. Be mindful of following FAR . (f) for any Open Market Items.

- See attachment for a cadre of cases involving Open Market Items.
- See attachment for a real-world example of implementing FAR . (f) compliance under a multiple-award BPA.

Use of Oral Presentations

Note: *Oral presentations are not typically used under a GSA Schedules procurement environment but may be used at the discretion of the ordering activity's Contracting Officer. It is important that the ordering activity's Contracting Officer use proper procedures and not mix FAR Part 15 ordering procedures with FAR Subpart 8.4 procedures for placing orders against GSA Schedules. However, the ordering activity's Contracting Officer may consult FAR 15.102 for processes and techniques for the use of oral presentations and tailor them to fit the requirements in FAR Subpart 8.4. These procedures are outlined on the following page.*

Ordering agencies may utilize oral presentations at their discretion. The purpose of oral presentations is to give the requirements personnel an opportunity to discuss and totally understand the solution the quoter will deliver if selected. Oral presentations also allow for greater face-to-face interaction and are especially important in those procurements where the quoter's key personnel are critical to the success of the procurement.

Oral presentations by quoters, as requested by the government, supplement written information submitted. Oral presentations occur after quotations have been screened and reviewed, and they are subject to the same restrictions as written information. Oral presentations provide an excellent opportunity for dialogue between the government and the prospective contractors.

Pre-recorded videotaped presentations that lack real-time interactive dialogue are not considered oral presentations for the purposes of this section, although they may be included in quoter submissions, when appropriate.

The SOW may require each quoter to submit part of its quote through oral presentations. However, a signed quote sheet (including any exceptions to the government's terms and conditions) shall be submitted in writing.

Information pertaining to areas such as a quoter's capability, past performance, work plans, or approaches, staffing resources, transition plans, or sample tasks (or other types of tests) may be suitable for oral presentations. In deciding what information to obtain through an oral presentation, consider the following:

- The government's ability to adequately evaluate the information
- The need to incorporate any information into the resultant contract
- The impact on the efficiency of the procurement

The impact (including cost) on small businesses. In considering the costs of oral presentations, Contracting Officers should also consider alternatives to on-site oral presentations (such as teleconferencing, video teleconferencing)

When oral presentations are required, the SOW, PWS, or SOO shall provide quoters with sufficient information to prepare them. Accordingly, the SOW, PWS, or SOO may describe:

- The types of information to be presented orally and the associated evaluation factors that will be used
- The qualifications for personnel that will be required to provide the oral presentation(s)
- The requirements for, and any limitations and/or prohibitions on, the use of written material or other media to supplement the oral presentations
- The location, date, and time for the oral presentations
- The restrictions governing the time permitted for each oral presentation
- If space is limited, the government may limit the number of vendor attendees

Limited communications with Schedule contractors to seek additional or clarifying information is allowed and is not considered formal “exchanges.”

The Contracting Officer shall maintain a record of oral presentations to document what the government relied upon in making the source selection decision. The method and level of detail of the record (such as videotaping, audio tape recording, written record, government notes, and copies of briefing slides or presentation notes) shall be at the discretion of the source selection authority. A copy of the record placed in the file may be provided to the quoter of only the quoter’s presentation.

When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of oral statements is not permitted.

Limited Sources Justification and Approval

When the estimated values exceed the simplified acquisition threshold and when establishing BPAs, limiting sources must be justified in writing and approved at the required levels (refer to FAR . -).

Although orders or BPAs placed under Schedules are exempt from the requirements in FAR Part , an ordering activity must justify its actions when ( ) restricting consideration of Schedule contractors to fewer than the number required by FAR . - , . - , or . - or ( ) restricting consideration to a brand-name item peculiar to one manufacturer.

When an ordering activity restricts consideration of Schedule contractors to fewer than that required in FAR . - , . - , or . - , the ordering activity shall procure only if the need to do so is justified in writing and approved at the levels specified in FAR . - (d).

QUICK TIP: POSTING THE RFQ

Posting the RFQ on eBuy is automatically considered to be adequate justification that "reasonable efforts" were made to identify contractors who can fulfill the requirement in the event that fewer than three quotes are received. (www.ebuy.gsa.gov) Reference: FAR . - (d)( )(i) and . - (c)(iii)(A).

Orders or BPAs Exceeding the Micro-Purchase Threshold, but Not Exceeding the Simplified Acquisition Threshold

For proposed orders or BPAs exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold, the ordering activity's Contracting Officer shall document the circumstances when restricting consideration of Schedule contractors to fewer than required in FAR . - , . - , or . - . The only circumstances tha t may justify the action are found in FAR . - (a)( ) and FAR . - (b).

Orders or BPAs Exceeding the Simplified Acquisition Threshold

- For proposed orders or BPAs exceeding the simplified acquisition threshold, the requiring activity shall assist the ordering activity Contracting Officer in the preparation of the justification. The justification shall cite that the procurement is conducted under the authority of the GSA Multiple Award Schedules program (refer to FAR .).
- As a minimum, each justification shall include the following information:
  - Identification of the agency and the contracting activity, and specific identification of the document as a "Limited Source Justification"
  - Nature and/or description of the action being approved
  - A description of the supplies or services required to meet the agency's needs (including the estimated value)
  - Identification of the justification rationale (refer to FAR . - (g)( )(iv)) and, if applicable, a demonstration of the proposed contractor's unique qualifications to provide the required supply or service
  - A determination by the ordering activity's Contracting Officer that the order represents the best value consistent with FAR . (d)
- A description of the market research conducted among Schedule holders and the results or a statement of the reason market research was not conducted
    - Any other facts supporting the justification
    - A statement of the actions, if any, the agency may take to remove or overcome any barriers that led to the restricted consideration before any subsequent acquisition for the supplies or services is made
    - The ordering-activity Contracting Officer's certification that the justification is accurate and complete to the best of the Contracting Officer's knowledge and belief
    - Evidence that any supporting data that is the responsibility of technical or requirements personnel (e.g., verifying the government's minimum needs or requirements or other rationale for limited sources) and which form a basis for the justification have been certified as complete and accurate by the technical or requirements personnel

Limited Source Order/BPA (8.405-6(a)) (Sole Source)

Threshold	LSJ Required	Posting Required
Exceeds SAT	Yes	Yes
Micro – SAT	Document Circumstances – Not a full-blown LSJ	No
Below Micro Purchase	No	No

Posting requirements: Within 14 days after placing an order or establishing a BPA exceeding the simplified acquisition threshold that is supported by a Limited Sources Justification the ordering activity shall:

- Publish a notice in accordance with FAR Subpart 5.301 and
- Post the justification:
  - At www.fbo.gov/ and
  - On the website of the ordering activity agency, which may provide access to the justification by linking to FedBizOpps and
  - For a minimum of 30 days.

Figure 3 | Limited Source Order/BPA (8.405-6(a)) (Sole Source)

Limited Source Order/BPA (8.405-6(b)) (Brand Name)

Threshold	LSJ Required	Posting Required
Exceeds SAT	Yes	Yes – eBuy
$25k – SAT	Document Circumstances – Not a full-blown LSJ	Yes – eBuy
Micro – $25k	Document Circumstances – Not a full-blown LSJ	No
Below Micro-purchase	No	No

Posting requirements: The ordering activity shall post the following information along with the Request for Quotation (RFQ) to eBuy:

- For proposed orders or BPAs with an estimated value exceeding $25,000, but not exceeding the simplified acquisition threshold, contracting officer shall document the file.
- For proposed orders or BPAs with an estimated value exceeding the simplified acquisition threshold, Limited Sources Justification.

Figure 4 | Limited Source Order/BPA (8.405-6(b)) (Brand Name)

Posting Requirements for Limited Source Orders and BPAs Exceeding the Simplified Acquisition Threshold

Within days after placing an order or establishing a BPA supported by a Limited Sources Justification based on the circumstances in FAR . - (a)( ), the ordering activity must publish a notice in FedBizOpps and provide a link to the supporting justification in accordance with FAR . - (a)( ). The ordering activity must provide access to the link for a minimum of days. This posting requirement does not apply to orders or BPAs that limited sources in accordance with FAR . - (b).

QUICK TIP

QUICK TIP: LIMITED SOURCES JUSTIFICATION WHEN CAN I LIMIT SOURCES?

Circumstances that may justify restriction include:

- Only one source is capable of responding because of the unique or specialized nature of the work.
- The new work is a logical continuation of an original Schedule order, provided that the original order was placed in accordance with the applicable Schedule ordering procedures. The original order must not have been previously issued under sole-source or limited-source procedures.
- An urgent and compelling need exists and following the ordering procedures would result in unacceptable delays.

Justification Approvals

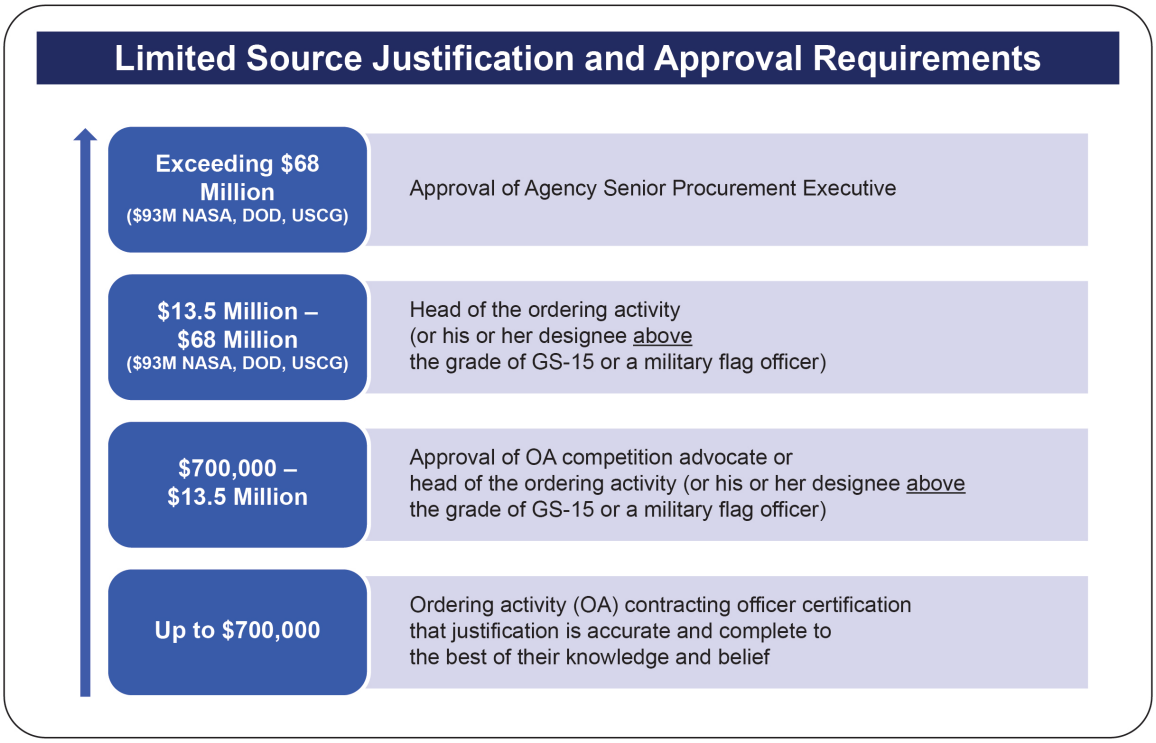

Figure 5 | Limited Source Justification and Approval Requirements

For proposed orders exceeding the simplified acquisition threshold, but not exceeding , , the ordering-activity Contracting Officer's certification that the justification is accurate and complete to the best of the ordering-activity Contracting Officer's knowledge and belief will serve as approval, unless a higher approval level is established in accordance with agency procedures.

For a proposed order exceeding , , but not exceeding . million, the justification must be approved by the competition advocate of the activity placing the order, or by an official named in paragraph (h)( ) or (h)( ) of FAR . - . This authority is not delegable.

For a proposed order exceeding . million, but not exceeding million (or, for DOD, NASA, and the Coast Guard, not exceeding million), the justification must be approved by the head of the procuring activity placing the order, or a designee who, if a member of the armed forces, is a general or flag officer, or if a civilian, is serving in a position in a grade above GS- under the General Schedule (or in a comparable or higher position under another Schedule) or an official named in paragraph (h)( ) of FAR . - .

For a proposed order exceeding million (or, for DOD, NASA and the Coast Guard, over million), the justification must be approved by the senior procurement executive of the agency placing the order. This authority is not delegable, except in the case of the Under Secretary of Defense for Acquisition, Technology and Logistics, acting as the senior procurement executive for the Department of Defense.

Service Contract Labor Standards (SCLS) and GSA Schedule Orders

The Service Contract Labor Standards (SCLS), formerly the Service Contract Act (SCA), is applicable to GSA contracts that offer services. GSA has incorporated, by reference, the clauses prescribed at FAR . into GSA Schedule contracts. The Schedule contractor's SCLS matrix lists labor categories and fixed priced services that may be subject to SCLS. This matrix is published in the contractor's Authorized Schedule Price List available through GSA eLibrary.

Schedule contracts are updated annually to incorporate the latest wage determinations. Under FAR . , the Ordering Contracting Officer (OCO) must identify if the SCLS is applicable to any labor categories required under the task order. The OCO is responsible for determining the place of performance, and ONLY identifying (not incorporating) the applicable wage determination[s] for each individual order.

For questions and clarifications on SCLS issues, please contact gsaschedules@gsa.gov

Options on Orders Placed against Schedule Contracts and BPAs

Options may be included on orders placed against GSA MAS contracts, provided that the options are clearly stated in the requirement and are evaluated as part of the ordering activity's "best value" determination. Order options are administered under the procedures outlined at FAR . ; orders must include the applicable clauses prescribed at FAR . if the ordering activity plans to use options. Such options may be exercised on GSA Schedule contract orders, provided that:

- Funds are available;
- The requirement covered by the option fulfills an existing government need;

- Prior to exercising an option, the ordering activity ensures that it is still in the government's best interest, i.e., the option is the most advantageous method of fulfilling the government's need, price, and other factors considered;
- The term for each order placed under the Schedule contract is specified in the order. Under no circumstances may an order be placed under the Schedule contract if the Schedule contract has expired or has been terminated or cancelled by the government;
- Pricing on an order, including options, does not exceed pricing on the Schedule contract. Pricing for any order, including options, must be in place prior to the award of any order including those extending beyond the Schedule contract ordering period; and
- Schedule contracts includes clause . - (Oct) which provides in the fill-in for orders to extend up to months beyond contract expiration. Before placing an order, it is advisable to verify that the FSS Schedule contract has FAR . - (Oct) to allow for the exercise of options on orders beyond the contract period. However, no orders or options on orders may extend more than months beyond the expiration of the FSS Schedule contract.

The length of the order and the risk to the ordering activity could be considered as part of the overall evaluation of "best value."

QUICK TIP: OPTION TO EXTEND SERVICES

The clause at FAR . - , Option to Extend Services, must be included at the order-level in order for the ordering activity to have the capability to extend services up to six months.

Notification of Award and Feedback to Unsuccessful Quoters

After award, when using the ordering procedures for services requiring an SOW, the ordering activity shall provide timely notification to unsuccessful quoters. If an unsuccessful quoter requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the award decision must be provided (refer to FAR . - (d)). This is not a "debriefing" as described in FAR . .

Contract Administration Functions

Contract administration focuses on obtaining quality supplies and services on time and within budget. Contract administration involves actions performed by ordering activities after an order has been placed, to ensure the Schedule contractor performs in accordance with the order requirements and complies with the terms and conditions of the Schedule contract. See FAR . - and . (c).

Trade Agreements Act

The Trade Agreements Act (TAA) (U.S.C. , et seq.) provides the authority for the president to waive the Buy American Act and other discriminatory provisions for eligible products from countries that have signed an international trade agreement with the United States, or that meet certain other criteria, such as being a least developed country.

The Trade Agreements Act (TAA) applies to all GSA Schedule orders, regardless of dollar amount. GSA applies the TAA at the Schedule contract level, and, as a result, it applies to all Schedule orders, regardless of the dollar value. This means that all Schedule products and services must come from the United States or a designated country.

Sometimes an item consists of components from various countries, and the components are assembled in yet another country. It can be difficult to determine which country is the "country of origin." The trade agreements test to determine country of origin is "substantial transformation" (e.g., transforming an article into a new and different article of commerce, with a name, character, or use distinct from the original article) (refer to FAR . (c))

Past Performance

Ordering agencies should evaluate whether potential contractors are reliable by examining their past performance. Past performance is a key indicator for predicting future performance. Elements of past performance may include the ability to meet contract requirements, good workmanship, quality, timeliness, responsiveness to customers, and maintaining business relations, as well as a firm's ability to manage and document contract performance, costs, and delivery schedules.

Ordering activities should be aware of the distinction between experience and past performance. In the evaluation of these two factors, ordering activities must be reasonable and consistent with the RFQ's evaluation criteria.

"Experience" is an objective evaluation criterion based on whether the Schedule contractor previously performed the requisite work.

"Past performance" is defined as a measure of the degree to which a Schedule contractor has satisfied its customers in the past and complied with applicable laws and regulations. Past performance is considerably more open to interpretation.

QUICK TIP: PAST PERFORMANCE

Both experience and past performance may be evaluated in terms of relevance to the scope of the procurement under consideration. If past performance is not needed for evaluation (e.g., an order under a multiple-award BPA where past performance was already evaluated to establish the BPA), there is no FAR . (c)( ) requirement to justify that decision as FAR Part is not applicable to orders/BPAs under the Schedules program.

Contractor Performance Assessment Reporting System (CPARS)

FAR Subpart . identifies requirements for documenting contractor performance evaluations for systems, non-systems, architect-engineer, and construction acquisitions.

The FAR also requires documenting additional contractor performance information in the Federal Awardee Performance & Integrity Information System (FAPIIS), including Terminations for Cause or Default (FAR Part), Defective Cost or Pricing Data (FAR Part), Information on Trafficking in Persons (FAR Part), Determinations of Non-Responsibility (FAR Part), Subcontractor Payment Issues (FAR Part), Administrative Agreements (FAR Part), and DoD Determination of

Contractor Fault (Defense Federal Acquisition Regulation Supplement (DFARS) Part) and to make the information available in the Past Performance Information Retrieval System (PPIRS).

Effective January , , the PPIRS name will no longer be used except in the Federal Acquisition Regulation. PPIRS has been merged with CPARS.

CPARS hosts a suite of web-enabled applications that are used to document contractor and grantee performance information that is required by Federal Regulations.

See https://www.cpars.gov/index.htm .

QUICK TIP: SOCIOECONOMIC CREDIT

Bordering activities may count orders with small-business firms toward their socioeconomic goals. Small-business Schedule contractors are identified in GSA eLibrary and GSA*Advantage*!® by socioeconomic indicators (e.g., s small business).

Order Placement in the Case of a Contractor Debarred, Suspended, or Proposed for Debarment

Although Schedule contractors have already been determined responsible in accordance with FAR Subpart . (one of the time-saving benefits of using Schedules), ordering agencies must check the System for Award Management (SAM), which consolidates records from a number of previous systems, including the Excluded Parties Listing System (EPLS), prior to placing a Schedule order (refer to www.sam.gov). Status is also displayed on the contractor's information page in GSA eLibrary (www.gsaelibrary.gsa.gov).

FAR . - , Debarment, Suspension and Ineligibility, prohibits agencies from: placing orders exceeding the guaranteed minimum against existing contracts; placing orders against GSA Schedule contracts; adding new work; exercising options; and otherwise extending the duration of contracts with contractors that are debarred, suspended, or proposed for debarment unless the agency head makes a determination that there are compelling reasons for doing so. This also applies to BPAs and Basic Ordering Agreements (BOAs).

Section : Small Business

Small Business

GSA strongly supports the participation of small-business concerns in the GSA Schedules program. Small Business Administration (SBA) policy allows agencies to include in their procurement base and goals the dollar value of orders expected to be placed against Schedule contracts, and to report actual Schedule procurements as accomplishments against these goals. Currently, orders to Schedule (a) contractors do not receive (a) credit. However, since (a) contractors are, by definition, small disadvantaged businesses, ordering activities may count awards to such companies against their small-business goals.

“Set-aides,” as described in FAR . - , are allowed under the GSA Schedules program at the discretion of the Ordering Contracting Officer. Ordering activities may also consider socioeconomic status when identifying contractors for set-aside competition for award of an order or BPA. In addition to set-asides, the ordering activity may use socioeconomic status as an evaluation factor. At a minimum, ordering activities should consider, if available, at least one small-business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, women-owned small business, economically disadvantaged women-owned small business, or small disadvantaged business Schedule contractor.

QUICK TIP: SOCIOECONOMIC STATUS AS AN EVALUATION FACTOR

It is important to remember that socioeconomic status can be utilized as a primary evaluation factor in source selection.

Schedule contractors’ catalogs/price lists, GSA *Advantage!®*, and GSA eLibrary contain information on a broad array of supplies and services offered by small-business concerns. This information should be used as a tool to assist agencies in providing the maximum practicable opportunities for small-business concerns, including set-asides, in order to meet or exceed established small-business goals. The information should also be used as a tool to assist in identifying small-business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, women-owned small business, economically disadvantaged women-owned small business, and small disadvantaged business Schedule contractors when making a “best value” determination. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small-business concerns whenever two or more items at the same delivered price will satisfy the requirement (refer to FAR . -). In accordance with FAR . - (b), ordering activities should rely on the small-business representations made by Schedule contractors at the contract level.

QUICK TIP: SET ASIDES

Set-asides at the Order level

"Set-asides at the order level" means competition. Section of the Small Business Jobs Act of did not allow for sole-source authority based on socioeconomic status (e.g, a sole-source (a) direct order). Additionally, Section did not relieve FAR . competition requirements for receiving three quotes or posting the RFQ on eBuy (e.g., orders exceeding the SAT). Because FAR – except for the requirement at . -(e)( )(iii) – is not applicable to the Schedules program, the "Rule of Two" in FAR does not apply to Schedule orders/BPAs.

Set-asides at the Schedule Level

GSA has set aside some Schedules SINs at the contract level.

Visit www.gsaelibrary.gsa.gov and search using the term "set-aside" for a complete listing of Schedule SINs that have been set aside.

Small-Business Process

GSA is committed to supporting small business and helping agencies achieve their small-business goals. The following information will assist the federal buyer in understanding how to use Schedules to enhance small-business utilization in the procurement process.

Conduct Market Research

Ordering activities should utilize GSA *Advantage!*® and GSA eLibrary to identify small businesses capable of meeting the requirement. Through GSA *Advantage!*®, ordering activities can find all contractors who provide the supply/product required and view the socioeconomic status of each contractor. Through GSA eLibrary, ordering activities can find all contractors under the Special Item Number (SIN) associated with the required supply or service; ordering activities can then go one step further and filter the list of contractors by any specific socioeconomic category desired.

If searches on GSA*Advantage!*® and GSA eLibrary do not result in any possible small-business sources, ordering activities may also consider issuing a Request for Information (RFI) on eBuy to determine the capabilities of small businesses in the relevant SINs and to identify small businesses capable of doing the work. An RFI is especially helpful in determining whether there are small businesses capable of doing the work under a set-aside, where there is a limitation on subcontracting, and the nonmanufacturer rule applies.

After conducting market research, ordering activities should be able to answer the question, "Is a small business capable of doing the work?"

A Small Business is Capable of Doing the Work in Its Entirety

If the ordering activity has determined that small businesses can successfully perform the requirement, it has three options:

- In the acquisition of supplies or services not requiring a Statement of Work (SOW) and under the SAT, ordering activities simply have to review the catalog or price list (available on GSA*Advantage*!® and GSA eLibrary) of at least three Schedule contractors who are small businesses and place an order with the Schedule contractor that represents the

best value. If the value of the acquisition exceeds the SAT, the ordering activity must issue the RFQ to enough Schedule contractors to receive three quotes or post the RFQ on eBuy.

- In the acquisition of services requiring an SOW, ordering activities can designate socioeconomic status as a primary evaluation factor in the Request for Quotation (RFQ); for orders under the SAT, must issue the RFQ to at least three Schedule contractors; if over the SAT, the ordering activity must issue the RFQ to enough Schedule contractors to receive three quotes or post the RFQ on eBuy. For additional guidance on how to use socioeconomic status as an evaluation factor, see the sample RFQ language posted on http://www.gsa.gov/schedulesandsbgoals .
- If there are enough firms that can provide the solutions agencies seek, set aside the requirement for small business or one of the small-business subcategories, as defined in FAR Part . (a)( ). This is not mandatory; it is the Contracting Officer's discretion whether to use a set-aside.A Small Business is Capable of Only Doing Part of the Work on Its Own

A Small Business is Capable of Only Doing Part of the Work on Its Own

If market research reveals that there are no small businesses that can meet the requirement as a whole but there are small businesses that can each cover portions of the entire requirement, ordering activities can designate socioeconomic status as a primary evaluation factor and also encourage Contractor Team Arrangements (CTAs) in the RFQ. The RFQ can then be posted on eBuy, which will result in all Schedule contractors awarded the relevant SIN(s) to be able to view the document. While posting on eBuy will result in the RFQ being viewable by large businesses awarded the relevant SIN(s), designation of socioeconomic status as an evaluation factor and the CTA language in the RFQ will prompt them to find a small business (or businesses) to partner with in responding to the requirement. Posting on eBuy will also ensure that a sufficient number of small businesses (i.e., all those awarded the relevant SIN[s]) have access to the RFQ so that there is a greater probability of receiving responses from CTAs made up solely of small businesses. For sample RFQ language on evaluating CTAs for the socioeconomic status factor, visit www.gsa.gov/schedulesandsbgoals .

A Small Business is Not Capable of Doing Any Part of the Work

If market research reveals that the requirement can only be met by an "other than small business," ordering activities can still utilize small business by designating subcontracting to small businesses as a primary evaluation factor. Ordering activities can then post the RFQ to eBuy. Caution: If utilizing this method, do not require a separate subcontracting plan for the order because this would conflict with the subcontracting plan already established in the Schedule contract. Having more than one subcontracting plan under a contract is prohibited by FAR - - (e). However, ordering activities may establish goals at the order level in an effort to maximize small business opportunities and achieve the agency's small business subcontracting goals.

Note: *After November 30, 2017, contractors are required to report order-level subcontracting data on single-award, indefinite delivery, indefinite quantity contracts intended for use by multiple agencies in addition to multiple-award contracts in use by multiple agencies. Order level reporting is intended to facilitate the proper allocation of subcontracting credit to the ordering agency.*

Section : Making the Most of the GSA Schedules Program

Environmental Identification

Federal agencies are required by statutes and executive orders to purchase certain products with specific environmental or energy attributes (e.g., energy-efficient appliances, paper office products made with recovered materials, non-toxic cleaning products, water-efficient fixtures, etc.).

GSA's goal is to become the preferred source for environmental products and services in the federal government. A variety of environmental products and services are available to Schedule users to assist them in their efforts to comply with procurement responsibilities outlined in federal environmental laws and regulations. For more regulatory guidance and the most up to date information see www.gsa.gov/gogreen .

Price Reductions

Ordering activities may request additional pricing discounts or concessions from Schedule contractors at any time before placing an order or establishing a BPA . Price reductions may also be requested in conjunction with the annual BPA review. Also, note that ordering activities should seek a price reduction whenever the supply or service is available elsewhere at a lower price. Ordering activities are required to seek a discount during the annual review when estimated quantities/ amounts under a BPA have been exceeded (reference FAR . - (e)( )(iii)).

Additionally, ordering activities must seek a price reduction whenever an order or BPA exceeds the simplified acquisition threshold.

In response, a Schedule contractor can give an ordering activity a discount without passing the discount on to other authorized ordering activities (refer to FAR Subpart .). The provision, in essence, allows the Schedule contractor to offer, and the government to accept, spot-pricing available in the commercial market.

This mechanism enhances competition and allows Schedule contractors to react more immediately to the commercial marketplace, move inventory, and increase sales through promotional marketing.

Discounting to the federal government does not invoke the Price Reduction Clause contained in the Schedule contract.

QUICK TIP: ON THE SPOT DISCOUNTS

"On-the-Spot Discounting" allows the Schedule contractor to reduce the GSA price at any time, regardless of the dollar amount.

PRICE REDUCTIONS

Ordering activities are required to ask for a price reduction for orders against Schedules and BPAs above the SAT.

Performance Incentives

Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or in a BPA.

To the maximum extent practicable, ordering activities may consider establishing incentives when performance is critical to the agency's mission and incentives are likely to motivate the contractor. Any incentive clause that the Schedule user includes should be:

- Designed to relate results achieved to specified targets
- Based on contractor achievement of measurable performance objectives

For example, in a service contract, the Quality Assurance Surveillance Plan (QASP) might identify an Acceptable Quality Level (AQL) of percent on-time performance. The order could also provide a priced incentive if the contractor performs on time percent of the time.

The RFQ should identify any performance incentive clause that the ordering office intends to include in the resulting order or BPA.

The ordering office must establish a maximum performance incentive price for the services and/or total solutions on individual orders or a BPA utilizing performance incentives. Additionally, when an order is placed, incentive funding must appear on the order as a separate line item (e.g., "Incentive Fund Pool – not to exceed , ").

Trade-Ins

Ordering activities should consider trade-ins against the purchase of new equipment when determining the "best value" purchase or at the lowest overall cost, e.g., the price of the item plus administrative costs such as removal (labor), transportation costs, storage costs, etc. If equipment was traded in as part of the purchase arrangement, the file should show the type, brand, and value of the equipment exchanged. Trade-ins must comply with provisions of the Federal Property Management Regulations refer to:

- CFR .
- www.gsa.gov/exchangesale

Government-wide Commercial Purchase Card

GSA SmartPay ®

A government-wide commercial purchase card is issued by government agencies and allows federal employees to make official purchases. Schedule contractors are required to accept the government-wide commercial purchase card for orders up to the micro-purchase threshold and are encouraged to accept the purchase card for purchases above this threshold.

The purchase card enables day-to-day business purchases and allows ordering activities to manage the information contained in the management information reports in order to negotiate better discounts from contractors.

QUICK TIP: USING THE GPC FOR PAYMENT

Ordering activities may make payments for oral or written orders using the government-wide commercial purchase card (refer to FAR . -). Whenever the purchase card is used as a payment method for a contract action, the contract action may be applied toward the ordering agency's goals based upon the socioeconomic characteristics of the GSA Schedule contractor.

Section : Schedule Blanket Purchase Agreements (BPAs)

A Schedule BPA is established by an ordering activity with a Schedule contract to fill repetitive needs for supplies or services (refer to FAR . -). BPAs leverage an ordering activity's buying power in taking advantage of quantity discounts, saving administrative time, and reducing paperwork. BPAs may be established with one or more Schedule contractors. However, consistent with FAR . - , ordering activities must give preference to establishing multiple-award BPAs, rather than awarding a single BPA.

BPAs are considered to be issued using full and open competition when using the procedures in FAR Subpart . (refer to FAR . (d)( )).

Ordering activities shall not seek competition outside of the Schedules or synopsize the requirement.

BPAs are an excellent method for an ordering activity to fulfill recurring requirements, including establishing a BPA rather than an agency IDIQ contract. BPAs can be used for simple recurring requirements or complex services requirements, such as buying systems engineering support. Schedule BPAs have been used for complex service requirements exceeding billion annually.

Multiple award BPAs have added benefits that multiple-award IDIQs do not:

- No guaranteed minimum, thus no funding required
- BPAs have "estimated" values, no ceiling
- Unlike an IDIQ, a BPA can exceed the estimate with no need for Justification and Approval (J&A) documentation
- The only requirement for exceeding the estimate is to seek additional discounts during annual BPA review (reference FAR . - (e)( )(iii)

MAS Blanket Purchase Agreement (BPA) Basics

A **Blanket Purchase Agreement (BPA)** is a vehicle or acquisition strategy that an ordering activity can use to simplify the acquisition of recurring needs for Schedule services or supplies. The benefits of using BPAs include leveraging buying power, saving administrative time, and reducing overall procurement transactions. BPAs simplify the ordering process and should be used for negotiating better pricing for large, recurring requirements. BPAs specify the frequency of orders, invoices, discounts, requirements (e.g., estimated quantities, work to be performed), delivery locations, time, and procedures for placing orders under the BPA, which are prescribed at FAR . - (c).

Both "traditional" BPAs and MAS (or "Schedule") BPAs can be used to fill anticipated repetitive needs for supplies and services. While traditional BPAs are subject to the requirements of FAR Part , *Simplified Acquisition Procedures*, FAR Part does not apply to GSA Schedule BPAs.

In accordance with FAR . (d)( ), use of the MAS BPA is considered a “competitive procedure” under the Competition in Contracting Act (CICA) when the GSA Schedule ordering procedures are followed. FAR . - clarifies the conditions under which BPAs may be established with one or more Schedule contractors. The ordering activity should, to the maximum extent practicable, give preference to establishing multiple-award BPAs, rather than establishing a single-award BPA. However, the number of BPAs to be established is under the discretion of the ordering activity establishing the BPAs and should utilize a strategy that is expected to maximize the effectiveness of the BPA(s) and administrative capabilities of the ordering activities.

GSA negotiated fair and reasonable pricing at the Schedule contract level. However, the ordering activity is responsible for considering the level of effort and mix of labor proposed to perform the required work and for making a determination that the price specific to the task order is fair and reasonable.

There is no monetary limitation on a BPA unless an ordering office implements a limitation. The FAR requires the government to provide a Good Faith Estimate. Based on the potential volume of all orders under the BPA, ordering activities may be able to obtain greater discounts, regardless of the size of individual orders.

Ordering activities can only order against an existing BPA. Unlike an order, a BPA does not survive the expiration of the Schedule contract from which it was issued. Once the Schedule contract expires (regardless of the BPA ordering period), the BPA automatically expires, and no new orders can be issued against it from that point forward. A Schedule contractor may be awarded a BPA that extends beyond the current term of its GSA Schedule contract as long as there are option periods in the GSA Schedule contract that, if exercised, will cover the BPA’s Period of Performance (reference FAR . - (d)( )**.

All terms and conditions of the Schedule contract apply to the BPA. Any order issued against a BPA will have its own Period of Performance (including order options) and shall be completed in accordance with the Schedule contract clause . - (d), which states “Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor’s and government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period, provided that the contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, months following the expiration of the basic contract ordering period.”

Agencies may join together to create a multi-agency MAS BPA if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Benefits of a Schedule BPA

Contractual terms and conditions are contained in Schedule contracts and are not to be renegotiated when establishing GSA Schedule BPAs. As a purchasing option, Schedule BPAs eliminate such contracting and open-market costs as the search for sources, the need to prepare solicitations, and the requirement to synopsize the acquisition.

QUICK TIP: OPTIONS ON BPAS

Multiple-Award BPAs

Options may be used in multiple-award BPAs, but FAR . - does not require them. However, BPAs must be reviewed on an annual basis as described in FAR . - (d). Multiple-award BPAs generally do not exceed five years but may do so to meet program requirements. There is little value added for including options on multiple-award BPAs at the cost of Option Determination documentation. If a five-year BPA is contemplated, simply make the BPA ordering period for five years.

Single Award BPAs

Single-award BPAs can be awarded for only one year and may include up to four one-year options periods.

BPAs also:

- Provide an opportunity to negotiate improved discounts
- Satisfy recurring requirements
- Reduce administrative efforts by eliminating repetitive, individual orders and payments
- Let customers obtain better value by leveraging buying power through volume purchasing
- Enable an ordering activity to use streamlined ordering procedures
- Permit an ordering activity to incorporate Contractor Team Arrangements (CTAs)
- Allow for quicker turnarounds on orders
- Permit an ordering activity to incorporate terms and conditions not in conflict with the underlying contract
- Provide “on/off ramps” for contractors when using multiple-award BPAs

A Schedule BPA can be set up for an agency’s field offices across the nation, thus allowing them to participate in the Schedule BPA and place orders directly with Schedule contractors. In doing so, the entire agency reaps the benefits of additional discounts negotiated into the Schedule BPA.

A multi-agency Schedule BPA is also permitted if the Schedule BPA identifies the participating agencies and their estimated requirements at the time the Schedule BPA is established.

Setting up a GSA Schedule BPA

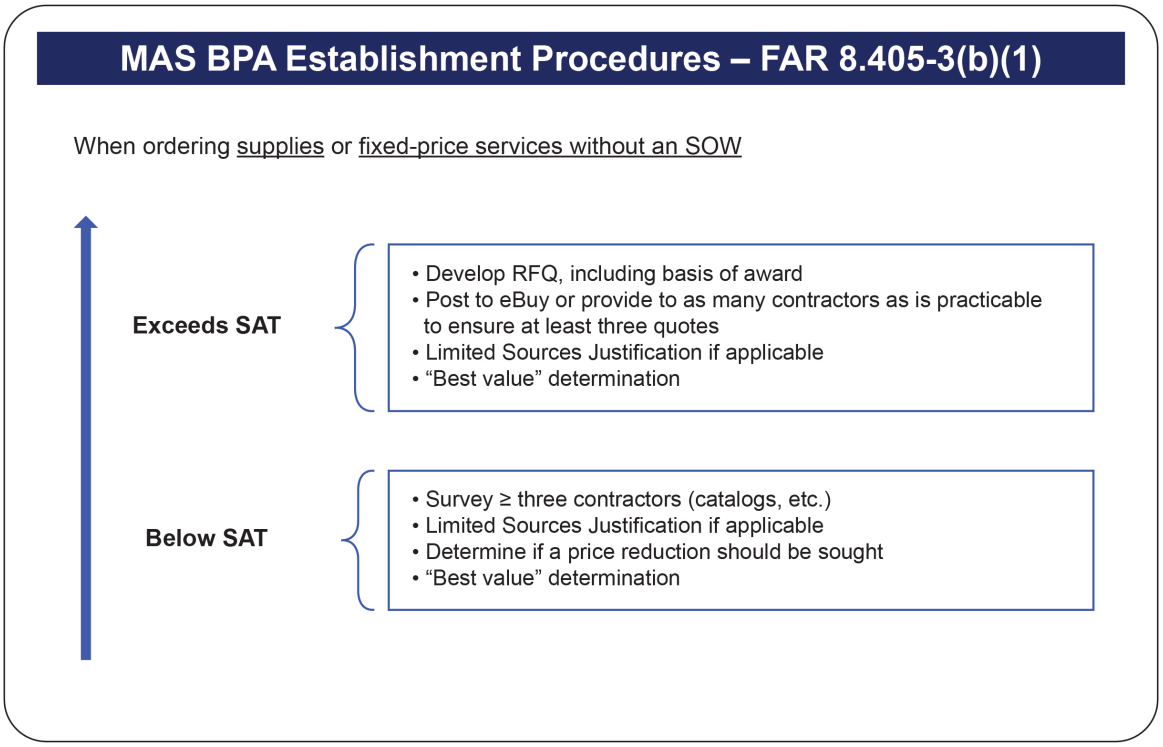

Figure 6 | MAS BPA Establishment Procedures - FAR 8.405-3(b)(1)

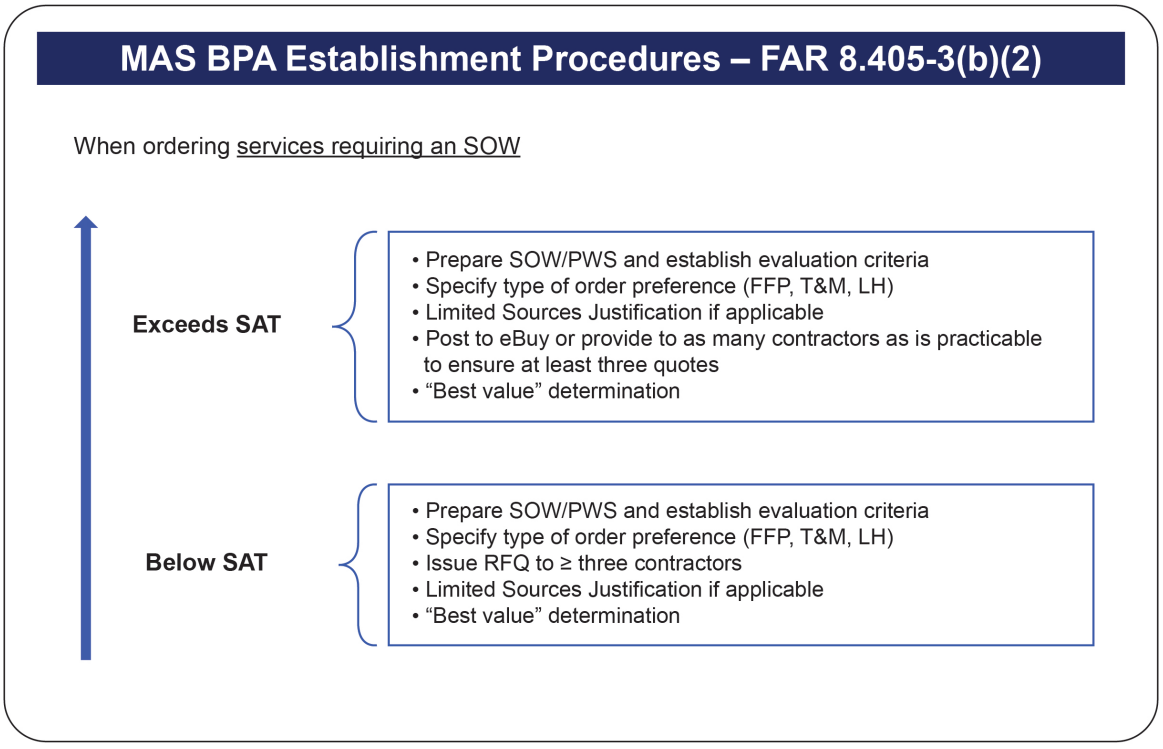

Figure 7 | MAS BPA Establishment Procedures - FAR 8.405-3(b)(2)

Schedule BPAs under the GSA Schedule program are established using ordering procedures outlined in FAR . - . An ordering activity shall request a price reduction when establishing a Schedule BPA with an estimated value exceeding the SAT, regardless of the size of individual orders.

Ordering activities may consider socioeconomic status when identifying contractors for consideration or competition for award of an order or Schedule BPA. At a minimum, ordering activities should consider, if available, at least one small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, women-owned small business, economically disadvantaged women-owned small business, or small disadvantaged business Schedule contractor (refer to FAR . -). GSA *Advantage*!® and GSA eLibrary contain information on small-business representations of Schedule contractors. If enough small businesses can deliver the required results, the BPA can be set aside. This is at the discretion of the ordering activity's Contracting Officer.

Schedule BPAs shall address the frequency of ordering, invoicing, discounts, requirements (e.g., estimated quantities, work to be performed), delivery locations, and time.

Multiple-award vs. Single-award BPAs and Documentation Requirements

To encourage and facilitate competition when placing orders under BPAs, the FAR establishes a preference for multiple-award BPAs, rather than single-award BPAs. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many multiple-award BPAs to establish or that a single-award BPA is appropriate, the Contracting Officer should consider the following factors and document the decision in the acquisition plan and BPA file:

- The scope and complexity of the requirement(s)
- The benefits of ongoing competition and the need to periodically compare multiple technical approaches or prices
- The administrative costs of multiple BPAs
- The technical qualifications of the Schedule contractor(s)

No single-award BPA with an estimated value exceeding million (including any options), may be awarded unless the head of the agency determines in writing that:

- The orders expected under the BPA are so integrally related that only a single source can reasonably perform the work
- The BPA provides only for Firm Fixed Price orders for:
  - Products with unit prices
  - Services with prices established in the BPA for specific tasks to be performed

- Only one source is qualified and capable of performing the work at a reasonable price to the government OR
- It is necessary in the public interest to award the BPA to a single source for exceptional circumstances

If limiting the potential sources that will be considered for award of a single-award BPA, the above requirement for a determination to establish a single-award BPA greater than million is in addition to the requirement of FAR . - for a Limited Sources Justification. However, the two documents may be combined into one document, which must then be approved by the agency head.

QUICK TIP: BPAs FOR SERVICES

If the BPA is for hourly rate services, the ordering activity shall develop a Statement of Work (SOW) for requirements covered by the BPA. All orders under the BPA should specify a price for the performance of the tasks identified in the SOW.

Only contractors holding current GSA Schedule contracts may participate in the establishment of a BPA based on GSA Schedules.

Multiple-award BPAs

If the ordering activity establishes Multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall provide each BPA holder fair opportunity to be considered for each requirement when the value is less than the simplified acquisition threshold and provide the RFQ to all BPA holders if the value exceeds the SAT.

Evaluate all responses received, make a “best value” determination (IAW FAR . (d)) and place the order with the Schedule BPA holder that represents the best value.

Single-award BPAs

A single-award BPA should rarely be used in conformance with the FAR preference for multiple-award BPAs. When establishing a single-award BPA, the ordering activity should address the following:

- The frequency of ordering, invoicing, discounts, requirements (or estimated quantities, work to be performed), delivery locations, and time
- Supplies or services to be ordered and type of pricing, such as hourly rate services
- A Firm Fixed Price (FFP), labor-hour (LH), or time-and-materials (T&M) pricing arrangement for individual tasks or orders as allowed in the GSA Schedule contract
- Whether a single BPA contractor can meet all of the estimated requirements
- Whether the government will obtain the best value from a single Schedule contractor, via the likely quantity discounts, administrative savings, and other benefits related to reduced procurement lead time vs. the ongoing need to price and perform competitively in a multiple-award BPA, task/delivery order-level competition environment
- Authorized users of the BPA and their collective requirements

For example, you may have a recurring requirement for a wide variety of common-use electronic components for “in-house” maintenance of the agency’s information technology equipment. Using GSA eLibrary, you find that IT support equipment is listed under IT Schedule Special Item Number (SIN) , and that there are numerous IT dealers whose Schedule contract price lists include the wide range of supplies that you require. Several of the dealers are small.

You could issue an RFQ for a single-award Schedule BPA encompassing the indefinite quantities of items in the generic categories of the types of supplies you require, e.g., microchips, hard drives, flash memories, etc. You establish evaluation factors such as business size, past performance, delivery and price.

Ordering Procedures for BPAs

In addition to the ordering procedures established for BPAs at FAR . - (c), ordering activities should consider the following:

The Schedule BPA should identify all personnel authorized to order using the BPA by position title or individual name and organizational component.

When ordering from Schedule BPAs, ordering activities must conform to the following requirements:

Single-award BPA: If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises. A single-award BPA might be appropriate if there is only one qualified source or if it is in the public interest in exceptional circumstances.

Multiple-award BPAs :

- Orders at or below the micro-purchase threshold
- The ordering activity may place orders at or below the micro-purchase threshold with any BPA holder that can meet the agency needs. The ordering activity should attempt to distribute any such orders among the BPA holders.
- Orders exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold
- The ordering activity must provide each multiple-award BPA holder a fair opportunity to be considered for each order exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold unless one of the exceptions at . (a)( )(i) applies.
- The ordering activity does not need to contact each of the multiple-award BPA holders before placing an order if information is available to ensure that each BPA holder is provided a fair opportunity to be considered for each order.
- The ordering activity’s Contracting Officer shall document the circumstances when restricting consideration to less than all multiple-award BPA holders offering the required supplies and services.

- Orders exceeding the simplified acquisition threshold
- Provide an RFQ to all BPA holders offering the required supplies or services under the multiple-award BPAs, to include a description of the supplies to be delivered or the services to be performed and the basis upon which the selection will be made.
- Afford all BPA holders responding to the RFQ an opportunity to submit a quote.
- Fairly consider all responses received and make award in accordance with the evaluation/ selection procedures.
- The ordering activity shall document evidence of compliance with these procedures and the basis for the award decision.
- Prepare a Limited Sources Justification IAW FAR . - if applicable.

BPAs for hourly-rate services. f the BPA is for hourly rate services, the ordering activity must develop an SOW/PWS/SOO for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the SOW/PWS/ SOO.

Additional Procedures for Hourly Rate Services – FAR . - (c)( )

- Ordering activity shall develop a Statement of Work for each order. The ordering activity needs to develop a SOW for requirements covered by the BPA. Orders should be solicited and awarded on a Firm Fixed Price basis to the maximum extent practicable.
- Ordering activities should place these orders on a Firm Fixed Price basis. If Firm Fixed Price is not achievable, orders may be placed on either a labor-hour or time-andmaterials basis.
- For T&M and LH orders, the Contracting Officer shall follow the procedures at FAR . (h) (Requires D&F). In addition, the order must contain a ceiling amount that the contractor exceeds at their own risk.
- All orders under the BPA shall specify a price for the performance of the tasks identified in the SOW

The ordering activity Contracting Officer is also required to perform an order-level price reasonableness determination as required by FAR . - (d). The ordering activity is responsible for considering the level of effort and the mix of labor proposed to perform, and for determining that the proposed price is reasonable.

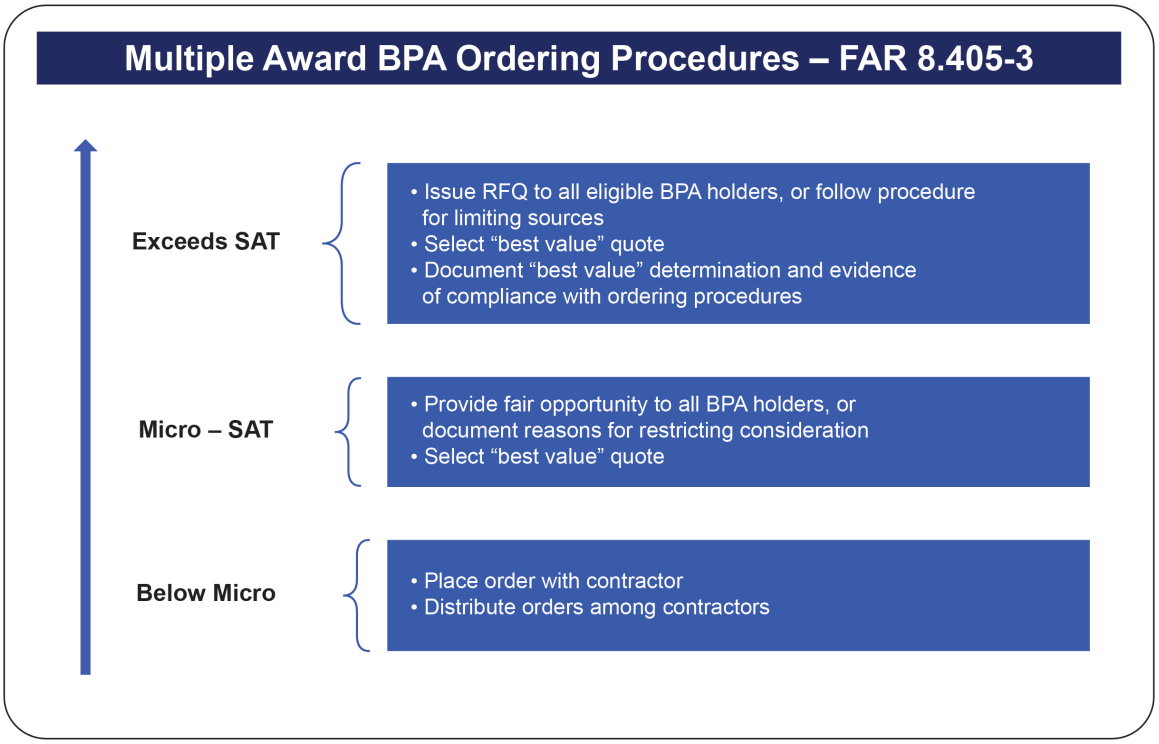

Figure 8 | Multiple Award BPA Ordering Procedures - FAR 8.405-3

Duration of Schedule BPAs

Multiple-award BPAs generally should not exceed five years in length but may do so to meet program requirements. See FAR . - (d)( ).

A single-award BPA shall not exceed one year, although it may include up to four one-year options. See FAR . - (d)( ).

Contractors may be awarded Schedule BPAs that extend beyond the current term of their Schedule contract, if there are option periods in their Schedule contract that, if exercised, will cover the Schedule BPA's Period of Performance. See FAR . - (d)( ).

QUICK TIP

QUICK TIP: OVERALL PRICE REASONABLENESS DETERMINATION

GSA has determined that the prices contained within the contractor's Schedule price list are fair and reasonable. However, the ordering activity is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered, and for making a determination that the total price is fair and reasonable.

Annual Review of Schedule BPAs

The ordering activity's Contracting Officer shall review each BPA and determine in writing, at least once a year, whether:

- The Schedule contract, upon which the BPA was established, is still in effect
- The BPA still represents the best value (see . (d))
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained

The determination shall be included in the BPA file documentation. See FAR . - (e).

Table 9 | Minimum BPA Documentation Requirements - (8.405-3(a)(7))

Minimum BPA Documentation Requirements – (. - (a)( ))	
Schedule contracts considered, noting the awardee	✓
Description of the supply or service purchased	✓
Price	✓
Limited Source Justification, if applicable (See . -)	✓
Justification for Single-Award BPA, if applicable	✓
Determination for a Single-Award BPA exceeding million, if applicable	✓
Documentation supporting the decision of Multiple or Single-Award BPAs	✓
Evidence of compliance with competitive procedures (See . - (b))	✓
Basis for the award decision. This should include the evaluation methodology used in selecting the contractor, the rationale for any tradeoffs in making a selection, and a price reasonableness determination for services requiring a statement of work.	✓

QUICK TIP: SINGLE AWARD OR MULTIPLE AWARD BPA NOTIFICATION

The RFQ must inform the Schedule contractors if you intend to establish a single- or multiple-award BPA. It also must tell them the evaluation criteria you will use for the award and the relative importance of those evaluation factors.

QUICK TIP: BPAs EXTENDING BEYOND THE TERM OF THE GSA SCHEDULE CONTRACT

BPAs may extend beyond the expiration date of the Schedule contract only if option periods are available under the contract. Orders may not be placed against BPAs if the underlying Schedule contract has expired. See FAR . - (d)( ).

The following language is recommended to be included in BPAs:

"Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance."

Note: If the BPA expires, any existing orders under the BPA may be completed, including order level options, IAW FAR . - .

Obligation of Funds

A Schedule BPA does not require the obligation of funds. Funds are obligated when orders are placed against the BPA. Since the government is not obligated to make any purchases under the BPA, this can be stated as:

This BPA does not obligate funds. The government is obligated only to the extent of authorized orders actually issued against the BPA. The government estimates, but does not guarantee, that the volume of purchases through these agreements will be (estimated value) over the life of these BPAs. This is not a ceiling amount and the accumulated value of task orders issued under these BPAs may exceed this amount without modification to the BPA.

Order Type

Orders for supplies or services not requiring an SOW must be Firm Fixed Price (FFP). (See FAR . - (a).) Orders for services requiring an SOW/PWS (e.g., hourly rate services) may use one or a combination of the following pricing arrangements:

- Firm Fixed Price (FFP)
- Labor hour (LH)
- Time and materials (T&M)

FFP is the preferred pricing structure and documentation is required as to the rationale for issuing orders as other than FFP. (See FAR . - (e)( ).)

For BPAs for hourly-rate services, the ordering activity must develop an SOW/PWS for the requirements covered by the BPA.

When issuing a T&M or LH order:

- A Determination and Findings form must be approved in accordance with FAR . (h) to justify other than a Firm Fixed Price order.
- The GSA Schedule order must include a ceiling price.
- All payments must conform to the requirements of the appropriate payments' clause for commercial T&M/LH requirements in the GSA Schedule contract (FAR . - Alt I (i) payments).

QUICK TIP: ADDING NON CONFLICTING TERMS AND CONDITIONS

Agency-specific clauses, terms, and conditions that do not conflict with the terms and conditions of the Schedule contract may be added to an individual GSA Schedule BPA, such as security requirements or DFARS clauses.

It is always wise to review the Schedule contract terms and conditions to ensure that any additional agency-added clauses, terms, and conditions do not conflict with the Schedule contract. Here is sample BPA language regarding the order of precedence for terms and conditions:

"In the event of any conflict between the Schedule contract and the BPA, the terms and conditions of the Contractor's Schedules shall prevail over the BPAs and Task Orders, except to the extent that any discounts established in the BPA or its orders take precedence over any Schedule contract higher prices."

Section : Contractor Team Arrangements (CTAs)

Note: *FAR 9.6, Contractor Team Arrangements, does not apply to GSA Schedules teaming. Under GSA Schedules, Teaming allows contractors to use their individual GSA Schedules to develop a solution for the government.*

A Schedule Contractor Team Arrangement (CTA) is an arrangement between two or more Schedule contractors to work together to meet agency requirements. The CTA document is a written agreement between team members detailing the responsibilities of each team member. The CTA allows the contractor to meet the government agency needs by providing a total solution that combines the supplies and/or services from the team members' separate Schedule contracts. It permits contractors to complement each other's capabilities in order to compete for orders for which they may not independently qualify. Federal agencies benefit from a CTA by buying a solution, rather than making separate buys from various contractors.

The ordering activity should evaluate the team agreement to:

- Ensure the proposed solution will meet their needs
- Gain an understanding of how the arrangement will work
- Identify any areas of responsibility that may require clarification
- Identify deficiencies in the CTA in order to understand the probability of successful performance
- Verify proposed prices/rates against MAS contract awarded prices/rates

The following terms and definitions apply to GSA Schedules teaming:

"Contractor Team Arrangement " means a Federal Supply Schedule Contractor Team Arrangement (CTA) where an arrangement is established between two or more Schedule contractors who work together to meet agency requirements.

"Contractor Team Arrangement Agreement " means the written agreement between team members detailing the responsibilities of the team and each team member.

"Team Leader " means the contractor who has been designated as the leader and whose responsibilities have been outlined in the CTA Agreement.

"Team Member " means each contractor who is designated as a member of the Team and performs duties as outlined in the CTA Agreement. Each member must hold their own GSA Schedule contract and offer a portion of the solution via the contract.

QUICK TIP: FPDS REPORTING FOR CTAs

- Government buyers must accurately achieve and report on their small business goals, including accurately reporting to the Federal Procurement Data System (FPDS).
- Under CTAs, each contractor has privity of contract with the buying agency.
- When a Schedule order is awarded with a CTA, small business achievement in contractual terms is based upon the dollar amount of the work the small business contractors perform under the order.
- The Federal Procurement Data System (FPDS) currently will only accept information relating to one contractor per order. Therefore, the buying agency must determine which CTA member is realizing the preponderance of the revenue for an order and report that contractor's information to FPDS.

Benefits of a CTA

- Satisfies the customer with a single solution
- Increases competitive edge
- Increases visibility
- Focuses on core capabilities
- Obtains complementary capabilities
- Integrates different skills
- Offers additional opportunities with customers
- Builds direct relationships with customers
- Maximizes use of one or more Schedule solutions
- Shares risks and rewards
- Allows more opportunities for small businesses and small disadvantaged businesses
- Reduces the number of items Schedule contractors need to carry on their Schedule contracts, thus reducing inventory and tracking cost

In prime/sub arrangements, the relationship is defined and controlled by the prime contractor, whereas in CTAs, the roles and responsibilities are defined by the team, as accepted by the government ordering activity. A Schedule CTA member may utilize a subcontractor. The same requirements apply. The subcontractor (whether a GSA Schedule holder or not) must always utilize the items/labor categories/prices/rates of the GSA Schedule prime they are subcontracting under. The following chart summarizes key differences.

Table 10 | Key Differences Between Contractor Team Agreements and Prime/Sub Agreements

Contractor Team Arrangement (CTA)	Prime/Sub Arrangement
Each team member must have a Schedule contract.	Only the prime contractor must have a Schedule contract.
Each team member is responsible for duties addressed in the CTA document. These duties fall within the scope of their individual Schedule contracts.	The prime contractor cannot delegate responsibility for performance to subcontractors. The prime contractor can provide only what is on its Schedule contract; it cannot subcontract to offer items/services for which it does not hold a Schedule contract.
Each team member has privity of contract with the government and can interact directly with the government.	Only the prime contractor has privity of contract with the government and can interact with the government. The prime contractor is responsible for its subcontracting activities. (Ordering activities are permitted to specify in the RFQ that the use of subcontractors requires prior approval by the ordering activities.)
The ordering activity is invoiced at each team member's unit prices or hourly rates as agreed in the task or delivery order or Schedule BPA.	The ordering activity is invoiced in accordance with the prime contractor's Schedule contract.

QUICK TIP: CTAs DEFINED

Do not confuse Schedule Contractor Team Arrangements with the definition of contractor teaming arrangements found in FAR . . None of the definitions (the partnership/joint venture, or the prime/sub relationship) outlined in FAR . apply to Schedule CTAs.

A contractor holding multiple Schedule contracts may offer a solution that crosses those contracts. Such a solution would not be considered a CTA because there is only one contractor.

To ensure that the responses received from Request for Quotations (RFQ) are, in fact, CTAs, GSA strongly recommends that an ordering activity's RFQ indicates that all CTAs must be specifically identified as such and that the CTA document be submitted to the government as part of the quotation in response to the RFQ. Do not be confused, for example, by a "Team ABC" response; the response should clearly identify that the Schedule contractors are proposing a "Contractor Team Arrangement as evidenced by the CTA document." The CTA document should designate all team members and their corresponding Schedule contract numbers and describe the tasks to be performed by each team member, along with the associated proposed prices (e.g., unit prices, labor categories, and hourly rates).

If applicable, the team lead should also be identified, as should the individual team members responsible for delivery, warranty and other issues. The ordering activity should then be able to verify that any proposed unit prices or hourly rates do not exceed the prices awarded under each team member's Schedule contract and avoid any misunderstandings regarding each team member's responsibilities and prices.

Schedule contractors may establish a CTA in advance of any known requirement or after requirements are defined and the RFQ issued. Having an on-the-shelf team arrangement for noncomplex buys will allow the contractors to respond quickly and easily when requirements emerge. For highly complex buys, a customized CTA may be required. In either case, the CTA document should include the names of the team members, their respective Schedule contract numbers, and a description of the responsibilities of each team member. Agencies should review CTA documents to ensure that the documents clearly delineate team member responsibilities and provide for coordination and cooperation between team members, thus diminishing the risk for all parties involved.

In providing a total solution to an agency's requirement under a CTA, the supplies and services (for services, the labor categories under each Schedule contract need to be segregated) proposed should be identified under each team member's Schedule contract. Any proposed supplies and services that are not part of a Schedule contract (e.g., open-market items) may be included only after all applicable acquisition regulations have been followed (refer to FAR . (f)) and must be clearly labeled as such.

GSA does not approve the CTA document. CTA documents are developed by the team members themselves and will vary from one CTA document to another. While not all-inclusive, GSA has developed "Recommended Team Agreement Elements" which can be viewed at www.gsa.gov/cta and are listed below. These elements identify areas that are typically of interest to the government. GSA strongly encourages the submission of the CTA document in response to an RFQ.

The CTA Agreement document is developed solely by the team partners and submitted to the buyer as part of the response to the solicitation. GSA recommends, at a minimum (additional items may be added by the team to ensure a clear and concise document), the following items be addressed in the agreement:

- Duration of the agreement. Define the duration of the partnering agreement, identify any options, and describe how each option will work.
- Team Leader. Provide detailed outline of Team Leader responsibilities and specify the contractor who will perform as the Team Leader. If the Team Leader will change throughout the order performance period, the document should describe the reasons for such changes and how the Team Leader will be designated during order performance.
- Team Members. Specify the responsibilities of each Team Member and any limitations on those responsibilities.
- Communications. CTAs should outline points of contact for each Team Member (contractor). Since the government has privity with all Team Members, the buyer may communicate directly with CTA Team Members.
- Invoicing and Payments. Designate team responsibilities for invoicing and payment. The CTA document should clearly indicate that all Team Members agree to the method of payment. The CTA Agreement should acknowledge that the Team Members, without any

involvement by the government, would resolve any dispute involving the distribution of payment between the Team Leader and the Team Members.

- Legal Relationship. The CTA document must not create a joint venture or separate subsidiary. Each Team Member is operating as a “prime” for the portion of work they are performing.
- Delivery responsibility. State whether the Team Leader or each member is responsible for a particular part of the project, so that delivery responsibility is clearly established.
- Confidential information. Identify any proprietary information and specify how such proprietary information and related rights will be managed.
- Identification of parties. The CTA Agreement should:
  - Be documented in writing and signed by each participating GSA Schedule contractor
  - Identify each member of the CTA by name, address, GSA Schedule contract number, and Point of Contact (POC)
  - State the name and address of the ordering activity
  - State that the agreement is solely between the team members
- Conflicting Terms. The CTA Agreement shall not conflict with the terms and conditions of each team member’s FSS contract. In the event of a conflict, the FSS contract shall take precedence.
- Specific team activities. State the various types of activities that will be incorporated into the team arrangement and identify who is primarily responsible for each identified activity.
- Independent contractors. The CTA Agreement should state that all Team Members remain independent contractors, responsible for their own employees.
- Replacement of team members. Address the circumstances and procedures for replacement of Team Members, including the Team Leader, and should state that the team must obtain the approval of the ordering activity prior to replacing any team member after receipt of an order.
- Performance evaluation. Clarify under whose name the government should evaluate performance in CPARS. FAR . - requires ordering activities to enter evaluations in CPARS for all orders exceeding the Simplified Acquisition Threshold (SAT).
- Reporting of sales and Industrial Funding Fee (IFF) payment responsibility. Specify that each team member is responsible for tracking and reporting its own sales IAW the terms and conditions of the FSS contract and for paying the related IFF.
- Pricing. Specify unit prices or hourly rates and how pricing is calculated; list the supplies/services and pricing, including any team lead task management pricing, if applicable; note that all prices charged to the buyer must be at or below the applicable contractor’s FSS contract prices; and explain how any order incentives or fees will be divided within the team if applicable.
- Liabilities. Document each Team Member’s responsibilities and performance requirements, so that liability is clearly established.
- Ordering procedures. Document how the team will handle processing orders from the government.

Section : eTools

GSA eLibrary

GSA eLibrary is your one source for the latest GSA contract award information. GSA offers unparalleled acquisition solutions to meet today's acquisition challenges. GSA's key goal is to deliver excellent acquisition services that provide best value, in terms of cost, quality and service, for federal agencies and taxpayers.

www.gsaelibrary.gsa.gov

GSA*Advantage!*®

GSA*Advantage!*® is the government's central online shopping superstore. GSA *Advantage!*® provides online access to millions of products and services from thousands of federal contractors. Members enjoy all the benefits that GSA Advantage has to offer including full purchasing privileges, e-mail updates, the ability to store order history and more.

Using GSA*Advantage!*® ensures that you are getting GSA-negotiated prices and dealing with GSA-approved sources. The system is designed to facilitate shopping as well as market research. GSA Advantage contains millions of GSA schedule, stock and special-order products and services from thousands of schedule contractors.

www.gsaadvantage.gov .

GSA eBuy

GSA e-Buy is designed to facilitate the request for and submission of quotes or proposals for commercial products, services, and solutions offered through GSA Federal Supply Schedules and Governmentwide Acquisition Contracts (GWACs). Using the e-Buy system, Federal Purchasers (buyers) may prepare and post an RFQ/RFP for specific products and services for a specified period of time. Once posted, contractors (sellers) may review the request and post a response.

GSA e-Buy is a simple online procurement tool to use. First, find a category and select vendors to personally notify (all vendors are notified if the RFQ/RFP is placed under a GWAC category). All vendors listed under the category selected can also review or quote on your request. Second, enter your requirements and specify the amount of time the RFQ should remain open. Contractors will receive emails about your requirements and submit quotes in return.

www.ebuy.gsa.gov

CALC

The Contract-Awarded Labor Category (CALC) is a market research tool that helps federal contracting officers and others find awarded prices to use in negotiations for labor contracts. The tool offers ceiling prices, fully burdened costs, services data, and worldwide rates. Data can be filtered by education level, experience, work site, business size and contract year. CALC allows contracting officers to conduct market research and price analysis for professional labor categories across a database of contract awarded prices for , labor categories across GSA's:

- Professional Services Schedule (and legacy contracts)
- IT Schedule
- Facilities Maintenance & Management (Schedule FAC)
- Technical & Professional Staffing (Schedule)
- Furniture Management Services and Office Relation (Schedule II K)

https://calc.gsa.gov/

Discovery

Discovery is a market research tool providing FPDS information on contract holders for various GSA Multiple Award Contracts including OASIS, Building Maintenance and Operations (BMO), Human Capital and Training Solutions (HCaTS) and the Professional Services Schedule (PSS). The information is organized by award Pool and Contract Family, including socio-economic status for Small Business. Discovery integrates data from the System for Award Management and the Federal Procurement Data System to provide “one stop shopping” for information, including socio-economic status and experience for awarded vendors.

Discovery streamlines the process for developing scenarios for set-asides on various contract vehicles to reduce, replace or support Requests for Information. Discovery streamlines the process for developing scenarios for set-asides on various contract vehicles to reduce, replace or support Requests for Information (RFI), saving time and cost for the federal government and contractors.

https://discovery.gsa.gov/

Section : Inspection/Acceptance and Terminations

Inspection and Acceptance

- Services: The ordering activity has a right to inspect all services in accordance with the contract requirements and as called for by the order. The ordering activity must perform inspections and tests as specified in the order's Quality Assurance Surveillance Plan (QASP) or the Inspection of Services clause.
- Supplies: The ordering activity (or designated representative) must inspect supplies at destination except when there is mandatory source inspection required by the Schedule contracting agency or the Schedule item is covered by a supply description, and the ordering activity determines that the Schedule contracting agency's inspection assistance is needed. For additional information, refer to FAR . - (a)

Termination for Cause

Nonconformance of Supplies/Services (Refer to FAR 8.406-3)

If a contractor delivers a supply or service, but it does not conform to the order requirements, the ordering activity shall take appropriate action in accordance with the inspection and acceptance clause of the contract, as supplemented by the order.

If the contractor fails to perform an order or take appropriate corrective action, the ordering activity may terminate the order for cause or modify the order to establish a new delivery date (after obtaining consideration, as appropriate). Ordering activities shall follow the procedures in FAR . - when terminating an order for cause. The Ordering Contracting Officer should contact the Schedule Contract Specialist, listed on eLibrary, for assistance with the non-performing vendor.

The Contracting Officer must send a cure notice prior to terminating an order for a reason other than late delivery. A cure notice is not needed when the reason for termination is late delivery.

If the time remaining in the order delivery schedule is not sufficient to permit a realistic cure period of days or more, the cure notice should not be issued, and the performance period should be allowed to expire. The cure notice should:

- Specify the failure(s) endangering performance of the order;
- Allow a period of at least days for the contractor to cure the failure(s);
- Notify the contractor that unless the situation is cured, the ordering activity may terminate the order; and
- Identify the GSA Schedule clause authorizing order termination for cause. Once the contractor receives the cure notice, he or she has the opportunity to remedy the problem.

An ordering activity Contracting Officer may terminate individual orders for cause. The ordering activity shall notify the Schedule Contracting Officer of all instances of termination for cause of

individual orders or if fraud is suspected. If the contractor asserts that the failure was excusable, the ordering activity's Contracting Officer shall follow the procedures in FAR . - , as appropriate.

The ordering activity's Contracting Officer must report any terminations for cause to FAPIIS. See FAR . - (e) and . (f).

QUICK TIP: TERMINATION FOR CAUSE AT THE SCHEDULE CONTRACT LEVEL

Only the Schedule Contracting Officer may Terminate the Schedule contract for cause due to non-delivery of any or all supplies or services covered by the Schedule contract (refer to FAR . - (d)).

Government's Best Interest

When a termination for cause is appropriate, the ordering activity's Contracting Officer must send the contractor a written notification regarding the termination. The ordering activity sends a Notice of Termination for Cause to the Schedule contractor. The Schedule contractor must immediately stop work.

If the Schedule contractor asserts that the failure that led to the Schedule order termination for cause was excusable, the ordering activity's Contracting Officer must follow the appropriate procedures for dispute resolution.

If a repurchase order is placed, the ordering activity sends copies of the order to both new and terminated contractors and, if appropriate, collects excess repurchase costs from the terminated Schedule contractor.

Termination for Cause Notification to GSA

The ordering activity must notify the GSA Schedule Contracting Officer in all instances where an ordering activity Contracting Officer has terminated a GSA Schedule order for cause or suspected fraud. The GSA Contracting Officer/Specialist information is located at www.gsaelibrary.gsa.gov, where a search can be conducted for the contractor by name or contract number and a link can be followed to the contractor information page.

Termination for cause shall comply with FAR . and may include charging the Schedule contractor with excess costs resulting from repurchase.

If the contractor is charged excess costs, the following apply:

- Any repurchase shall be made at as low a price as reasonable, considering the quality required by the government, delivery requirement, and administrative expenses. The Contracting Officer is required to mediate expenses to the greatest extent possible. Copies of all repurchase orders, except the copy furnished to the contractor or any other commercial concern, shall include the notation: "Repurchase against the account of [insert contractor's name] under Order [insert number] under Contract [insert number]."

- When excess costs are anticipated, the ordering activity may withhold funds due the contractor as offset security. Ordering activities shall minimize excess costs to be charged against the contractor and collect or set-off any excess costs owed.
- If an ordering activity is unable to collect excess repurchase costs, it shall notify the Schedule Contracting Officer after final payment to the contractor, so that a claim may be filed.

The notice shall include the following information about the terminated order:

- Name and address of the contractor
- Schedule, contract, and order numbers
- National stock number(s), if applicable, or Special Item Number(s) and a brief description of the item(s)
- Cost of Schedule items involved
- Excess costs to be collected
- Other pertinent data

The notice shall also include the following information about the purchase contract:

- Name and address of the contractor
- Item repurchase cost
- Repurchase order number and date of payment
- Contract number, if any
- Other pertinent data

Only the Schedule Contracting Officer may Terminate the contract for cause due to non-delivery of any or all supplies or services covered by the Schedule contract. If the Schedule Contracting Officer has terminated any supplies or services covered by the Schedule contract, no further orders may be placed for those items. Since the Schedule Contracting Officer is not the one usually placing orders against a Schedule Contract (usually it is Ordering Contracting Officers that place unfulfilled orders that lead to termination), the Schedule Contracting Officer would be acting on another CO's actions. Orders placed prior to termination for cause shall be fulfilled by the contractor, unless terminated for the convenience of the government by the ordering activity's Contracting Officer.

Termination for the Government's Convenience

FAR . - permits the ordering activity's Contracting Officer to terminate individual orders for the convenience of the government when it is in the government's best interest. Terminations for convenience must comply with FAR . .

Before terminating orders for the government's convenience, the ordering activity's Contracting Officer shall endeavor to enter into a "no-cost" settlement agreement with the contractor. Only the Schedule Contracting Officer has the authority to modify the Schedule contract to terminate

any or all supplies or services covered by the Schedule contract for the government's convenience. Ordering agencies have authority to terminate individual orders. In disputes (refer to FAR . -) pertaining to the performance of orders under a Schedule contract, the ordering activity's Contracting Officer may:

- Issue final decisions on disputes arising from performance of the order Refer the dispute to the Schedule Contracting Officer

The ordering activity's Contracting Officer shall notify the GSA Schedule Contracting Officer promptly of a final decision (a Best Practice is to involve the Schedule CO well before this point). If the dispute pertains to the terms and conditions of the Schedules contract, the ordering activity's Contracting Officer shall refer the dispute to the Schedule Contracting Officer for resolution under the "Disputes" clause of the contract and notify the Schedule contractor of the referral.

Appeals: Contractors may appeal final decisions to either the Board of Contract Appeals servicing the agency that issued the final decision or the U.S. Court of Federal Claims

Alternative dispute resolution: The Contracting Officer should use the alternative dispute resolution (ADR) procedures, to the maximum extent practicable (refer to . and .)

QUICK TIP: TERMINATION FOR CONVENIENCE

FAR . - (l), Contract Terms and Conditions – Commercial Items, Termination for the Government's Convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and immediately cause all of its suppliers and subcontractors to cease work.

Section : GSA State and Local Programs

Who can buy from Schedules?

Commercial products and services are available for purchase by state and local governments, including tribal governments and educational institutions defined under U.S.C. (c), under the below outlined programs.

Why buy from Schedules?

- Strong, competitive pool of pre-vetted contractors
- Pre-negotiated terms, conditions, and competitive prices with the flexibility to seek more discounts
- Emerging technologies and innovative solutions
- Electronic tools that help you
  - conduct market research,
  - find qualified sources,
  - streamline and maximize competition, and
  - simplify online purchasing

What can you buy through Schedules?

State, local, tribal governments and educational institutions may utilize the following programs to buy goods and services.

Table 11 | **Buying possibilities through Schedules**

Program Name	Description
Cooperative Purchasing Program	IT, security, and law enforcement products, services, and solutions that support everyday activities and your overall mission are available through Schedule and Schedule .
Disaster Purchasing Program	Products and services under all Schedules are available, when buying in support of disaster preparation, response, and major disaster recovery, as well as recovery from biological, radiological, or terrorist attacks.
Public Health Emergencies	Products and services offered under all Schedules when spending federal grants funds in direct response to public health emergencies .
Program	Equipment to support counterdrug missions, homeland security, and emergency response from General Services Administration (GSA), Defense Logistics Agency (DLA), and Department of Defense (DoD) sources of supply. Equipment from GSA sources is limited to specific Schedules and specific vehicles available from GSA's AutoChoice Program . Contact your State Point of Contact (SPOC) for the program [PDF - KB].

For additional information please see www.gsa.gov/stateandlocal .

Section : Customer Assistance

Customers needing additional information or assistance may contact:

Centralized Mailing List Service (CMLS)

For your convenience, GSA offers a Centralized Mailing List Service (CMLS), which stores and mails printed copies of various GSA publications, including product catalogs, Schedules brochures, fact sheets, and more. Just let us know which publications you are interested in and we will mail them to you free of charge. You can also download PDF files for your convenience.

https://cmls.gsa.gov/

Customer Service Directors (CSDs)

GSA offers a worldwide network of knowledgeable Customer Service Directors (CSDs). Wherever you're located, there is a CSD in your region to assist you with problem resolution and who can answer any and all questions relating to GSA and its procurement solutions. CSDs also offer seminars on a variety of topics to educate customers on purchasing procedures and inform them of offerings and solutions available from GSA.

www.gsa.gov/csd

National Customer Service Center (NCSC)

Customers are encouraged to call GSA's National Customer Service Center (NCSC) at ( ) - or DSN number - with general or specific questions about GSA. The NCSC's customer-service representatives are knowledgeable about GSA's business lines and their associated products and services and will direct you to a source that will best address your needs. The NCSC can also help verify your order's status, track shipments, resolve order discrepancies or deficiencies, and provide information on merchandise returns and exchanges, as well as address billing inquiries, merchandise quality concerns, and current price quotes.

Customer Assistance

Telephone: ( ) -

DSN Number: -

Email: NCSCcustomer.service@gsa.gov

www.gsa.gov/ncsc

National Account Managers (NAMs)

The National Account Managers (NAM) program was implemented in order to better support our customers' missions. Specifically, NAMs can provide information and assistance on the complete range of acquisition vehicles and solutions that FAS offers.

www.gsa.gov/fasnam

Acquisition Centers

The following GSA Acquisition Centers manage GSA Schedules contracts.

Heartland Acquisition Center

The Heartland Acquisition Center (HAC) provides federal agencies with a streamlined procurement tools to acquire all the services necessary to maintain and manage a facility or a marine vessel. HAC is one of the world's largest suppliers of Facilities Management & Industrial Products (buy or rent) to government customers on a worldwide basis.

http://www.gsa.gov/portal/content/

Office of Travel, Transportation and Logistics Categories

The Travel, Transportation and Logistics (TTL) portfolio develops and manages programs for the acquisition of travel and transportation services, audits the government's world-wide transportation billings to identify overpayments and seek recovery for the federal government, and purchase vehicles for agencies that own and manage their vehicle fleets. We also manage GSA Fleet, which provides leased vehicles and commercial fuel, maintenance, and repair services.

www.gsa.gov/tmvcs

Greater Southwest Acquisition Center

GSA's Southwest Supply and Acquisition Center (SSAC) provides a variety of products and services, from the simplest products to complex total solutions requiring products and services. Schedule contractors can provide standalone services such as professional security services; guard services; security-system design and integration; mechanical, chemical, electrical and geophysical testing services; and many other services designed to support our various product lines.

www.gsa.gov/gsac

Integrated Workplace Acquisition Center

GSA's Integrated Workplace Acquisition Center provides industry knowledge and contracting expertise for furniture and furnishings products and services. Managed print services, copiers, and office equipment, which includes mail and document management, can be found on GSA MAS . GSA MAS includes telecommunications equipment and services, as well as security-container solutions. Sports, recreational, and promotional items can be found on GSA MAS .

www.gsa.gov/iwac

Center for IT Schedule Programs

GSA offers a full suite of information technology (IT) and telecommunications products, services, and solutions from highly qualified industry partners.

www.gsa.gov/itcenter

Professional Services Category

PSHC provides civilian and military agencies with a range of professional services related expertise and solutions including business management, improvement, and consulting; language interpretation and translation; environmental issues; worldwide logistics; engineering services; human capital and temporary and administrative professional staffing; and advertising and marketing services. The Category has contracted with a broad range of leading industry partners to address a comprehensive suite of professional-services requirements through the Professional Services Schedule, One Acquisition Solution for Integrated Services (OASIS), Human Capital and Training Solutions (HCaTS), and related Blanket Purchase Agreements.

www.gsa.gov/professionalservices

Northeast and Caribbean Supply and Acquisition Center

GSA's Northeast and Caribbean Supply and Acquisition Center supports civilian, and military agencies with products and services to meet their office needs. In addition to providing a wide range of office, photographic, and shipping and pack ing supplies, this acquisition center also offers human resources, and Equal Employment Opportunity (EEO) services, Social Services, Professional Counseling, and Veterans' Adjustment and Behavioral Health Services.

www.gsa.gov/osas

Appendix A

Note: *The implementation of the OLM authority under GSA Schedules has greatly reduced the need to add open market items to a Schedules order, but the procedures at FAR 8.402(f) are valid and may be used by ordering activities as the need arises. Agencies should review the information below and properly understand how open market items are treated within a Schedules order.*

A Cadre of Cases for Open Market Items

The acquisition of non-FSS items, known as Open Market Items, under Federal Supply Schedules orders has frequently triggered GAO protects and judicial review by the Court of Federal Claims (COFC). A summary of key decisions is provided below ViOn Corporation (GAO, B- . et al – February ,) . (Note this case allows OMIs, but all other cases after this one do not.)

Agency properly ordered items incidental to and necessary for the operation of a computer system ordered under FSS contract, which provided for the provision of such incidental items not specifically listed in the FSS contract: An agency may procure FSS items and non-FSS items that are incidental to the FSS items under a single FSS procurement, if they meet the needs of the ordering agency and offer the lowest aggregate price, and if the cost of the non-FSS items is small compared to the total cost of the procurement.

1. ATA Defense Industries v. United States

(COFC – June - C ,)

It is fundamentally inconsistent with Congress' unambiguous statutory mandate in CICA to allow a Contracting Officer, when purchasing products against the FSS, to include in the purchase order "incidental" products that are competitively available, unless the prices charged for these "incidental" products are the product of full and open competition. Unless a product or service falls within an exception contained in Section or can be classified as de minimis, Section mandates that the product be purchased on a competitive basis using a competitive procedure as defined in [U.S.C.). There is no exception covering "incidentals."

2. Pyxis Corporation

(GAO, B- et al – July ,)

An agency may no longer rely on the "incidentals" test to justify the purchase of non-FSS items in connection with an FSS buy; where an agency buys non-FSS items, it must follow applicable acquisition regulations. It was improper for the agency to include non-FSS items in the delivery orders without ensuring that it had complied with the regulations governing purchases of those non-FSS items. In this case, for each delivery order, it is clear that the agency did not follow applicable acquisition regulations, as the non-FSS items ordered exceeded the , micro-purchase threshold.

3. SMS Systems Maintenance Services, Inc.

(GAO, B. . – August ,)

Protester's quote of services, some of which were not contained in its FSS contract, could not be selected for award in an acquisition conducted under the FSS program, where the total price of the services not included in its F S contract, considering both the base and option periods, exceeded the micro-purchase threshold.

4. T-L-C Systems

(GAO, B- . – September ,)

After receiving quotes in response to a Request for Quotation (RFQ) for a fire alarm system, an agency improperly placed an order under an FSS contract including items integral to the system, but not listed in the contract (where non-FSS items exceeded the micro-purchase threshold). The agency's proposed corrective action of simply deleting the items from the order and otherwise procuring them, presumably on a noncompetitive basis from the awardee, does not render the protest academic because the remaining FSS order does not meet the agency's need for a complete system, and the agency received and evaluated a significantly lower-priced, acceptable quote from a non-FSS vendor (the protester) to supply such a system.

5. The CDM Group, Inc.

(GAO, B- . – December ,)

Where an agency solicited a requirement under the FSS program, it properly rejected a quote from a vendor that did not possess an FSS contract covering the solicited requirement.

6. Symplicity Corporation

(GAO, B- – April ,)

Contracting agency's award of a task order to a firm pursuant to the firm's FSS contract is improper where the agency failed to consider whether the services offered by the firm are covered by its FSS contract, and the record establishes that the firm's quotation was based on providing personnel under labor categories not contained in its FSS contract.

7. CourtSmart Digital Systems, Inc.

(GAO, B- . et al – February ,)

Issuance of order that included non-FSS item under a competition among FSS vendors was improper.

8. Firearms Training Systems, Inc.

(GAO, B- - et al – April ,)

Where competition under an RFQ is not limited to FSS vendors, there is no requirement that all items be included on the awardee's FSS contract.

9. Altos Federal Group, Inc.

(GAO, B- – July ,)

Where request for quotations for nursing services announced agency's intention to select an FSS contractor, vendors were effectively placed on notice that agency intended to acquire all services using FSS procedures and hence that all services were required to be within the scope of the vendor's (or its subcontractors') FSS contract(s). Where protester failed to specify in its quotation that it would be using a subcontractor to provide services not included in its own FSS contract, agency properly rejected quotation on the basis that protester's FSS contract did not include all requested services.

10. Tarheel Specialties, Inc.

(GAO, B- et al – July ,)

Protest of issuance of a task order to a vendor for support services pursuant to its FSS contract is sustained where the contracting agency improperly determined that the services called for under the task order were within the scope of the vendor's FSS contract.

11. Seaborn Health Care, Inc.

(GAO, B- – October ,)

Protest is sustained in FSS acquisition where RFQ requires that competing vendors offer non-FSS services (specific on-site supervisory personnel) as part of their quotations, since non-FSS products and services may not be purchased using FSS procedures.

12. American Security Programs, Inc.

(GAO, B- et al – January ,)

Protest that vendor is ineligible to receive a task order under FSS procurement is sustained where certain required services are outside the scope of the vendor's FSS contract.

13. Perot Systems Government Services, Inc.

(GAO, B- – January ,)

Protest that agency improperly rejected quotation in FSS acquisition conducted under FAR Subpart . is denied where protester submitted prices that were unpublished rates and not approved as fair and reasonable by GSA, as required under FAR . (b) and . (d).

14. American Warehouse Systems

(GAO, B- – January ,)

Protest that agency placed order for "construction" services that were not on vendor's GSA MAS contract is denied, where GSA reasonably determined that the solicitation did not require construction services and all of the services purchased were on the vendor's or its subcontractors' FSS contracts.

15. Rapiscan Systems, Inc.

(GAO, B- et al – March ,)

Where solicitation limited competition to vendors holding FSS contract for required items, and successful vendor's FSS contract did not include all required items, the issuance of purchase order was improper. While non-FSS micro-purchase (,) items properly may be purchased under an FSS solicitation, that was not the case here because, while non-FSS items were priced at , the quotation stated that price of non-FSS items was included in FSS item prices.

From GAO's Pyxis decision onward, existing case law repeatedly and consistently states that "non-FSS items" can be included on an FSS order only via a separate acquisition that complies with all applicable procurement laws and regulations, including those requiring the use of competitive procedures. Compliance with the requirements of FAR . (f) is cited repeatedly as the only proper "solution."

It should be noted that . (f) was created in response to the ATA Defense Industries and Pyxis decisions. FAR Case - , Federal Supply Schedule Order Disputes and Incidental Items, was published as a proposed rule on December , . It was issued as a final rule in Federal Acquisition Circular - * , Item II, on June , , with an effective date of July , .

Appendix B

Order Checklist

GSA Schedule Order: Contract File Checklist

This checklist may be used for the award of task or delivery orders against General Services Administration (GSA) Federal Supply Schedule (FSS) contracts (also referred to as “Multiple Award Schedule” or “GSA Schedule” contracts) and the establishment of Blanket Purchase Agreements (BPAs) against GSA FSS contracts.

Note : Additional agency-level and/or local requirements may apply and should be followed in addition to the items identified below.

Note : All items listed on the pages following will not apply to every order. This is a comprehensive checklist and should be used at the Contracting Officer’s discretion. It is recommended that “N/A” be placed to the left of items that do not apply at the individual-order level.

Note : The Economy Act does not apply to orders placed against GSA Schedules (FAR . - (b)).

Note : Procedures in FAR do not apply to orders placed against GSA Schedules, except DOD activities (see class deviation on determination of fair and reasonable pricing)

Table 12 | **GSA Schedule Order: Contract File Checklist – General Information**

GSA Schedule Contract Number:
Contractor Name:
Contractor Point-of-Contact Information: [Insert name] [Insert address] [Insert email address] [Insert telephone number]
Delivery/Task Order or BPA Number:
Award Date:
Base Period of Performance (excluding options):
Period of Performance (including options):

Table 13 | **GSA Schedule Order: Contract File Checklist - Tab Section/Tasks**

Tab Section/Tasks	Complete	Date
Tab A – Award Documents		
Signed original task or delivery order		
Signed original modifications		
Tab B – Pre-solicitation		
Acquisition Requirements Package (check each sub-task below):		
❖ Acquisition strategy		
❖ Acquisition plan (AP – See FAR . (c)( ), FAR Subpart . .)		
❖ Independent Government Estimate (IGE)		
❖ Description of the supplies or services (e.g., Performance Work Statement)		
❖ Funding document		
❖ Other acquisition request document(s)		
Market research documentation (See FAR . (e).)		
Information technology (IT) acquisition strategy (See FAR . (c) ( ); FAR . (b)( ).)		
Limited Source Justification (See FAR . - .)		
Procedures for placing orders under Blanket Purchase Agreements (BPAs) (See FAR . - (a)( ).)		
Small Business Review Form (e.g., DD Form) (See FAR . (d), FAR . - .)		
Certifications for assisted or direct acquisitions by a non-DOD agency, if applicable		
Other		
Tab C – Determinations and Pre-solicitation Clearances		
SAM Exclusions, www.sam.gov (See FAR . (b).)		
Use and evaluation of options (See FAR Subpart . .)		
Non-personal services (See FAR . (a).)		
Use of government-furnished property, equipment, or information (See FAR Subpart . .)		
Service Contract requirements (See FAR . , DFARS . - .)		

Continued on the next page

Tab Section/Tasks	Complete	Date
IT clearance (See FAR Part .)		
Acquisition of printing and other related supplies (See FAR Subpart . .)		
Other		
Tab D – Solicitation/Ordering Procedure		
Request for quotation and amendments (See FAR . - (c)( ); . - (c).)		
Rating/evaluation plan		
GSA eBuy posting (See FAR . - (c)( ); . - (c).)		
List of Federal Supply Schedule (FSS) contractors surveyed and their prices quoted (See FAR . - (c)( ).)		
Solicitation correspondence		
Other		
Tab E – Technical Evaluation		
Signed technical evaluation score sheets/report (See FAR . - (d).)		
Conflict of interest/confidentiality forms for reviewers (See FAR . .)		
Other		
Tab F – Successful Quotation		
Successful respondent's original/final technical and price quotation (See FAR . .)		
Approved Pricing Schedule/Table		
Other		
Tab G – Price Evaluations/Reductions		
Evaluation-team analysis of contractor's price/technical quotation		
Record of price reductions and discounts sought/obtained (See FAR . (d); . - (d); . - (c)( ); . - .)		
Questions and responses, including record of oral discussions (See FAR . .)		
Price evaluation/best value analysis and award decision documentation (See FAR . - (c)( ); . - (e). For DOD activities, determination of fair and reasonable pricing is required; IAW DOD Class Deviation to FAR . (d) issued on March , .)		

Continued on the next page

Tab Section/Tasks	Complete	Date
Determination to use a T&M or Labor-Hour task order (See FAR . - (e).)		
Other		
Tab H – Pre-award Documentation, Funding, and Clearances		
SAM exclusions (See FAR . (d)( ).)		
Funding document (e.g., requisition)		
Internal/other file review		
System for Award Management verification (See FAR Subpart . .)		
Data entry in FPDS (See FAR . .)		
GSA Schedule Contractor Team Agreement		
COR certification of training		
COR designation memorandum (See FAR . (e).)		
Other		
Tab I – Notices, Reports, Debriefings, and Protests		
Award notification to unsuccessful respondents (See FAR . - (d).)		
Feedback documentation (See FAR . - (d).)		
Protest documentation, if applicable (See FAR . ; . .)		
Award transmittal letter(s)		
Other		
Tab J – Task Order Administration		
Post-award orientation (See FAR Subpart . .)		
Annual reviews for BPAs (See FAR . - (e).)		
Post-award correspondences		
Tab K – Task Order Closeout		
Final reports including certification from COR		
Notification letter to contractor		
Final invoice/voucher (marked final)		

Continued on the next page

Tab Section/Tasks	Complete	Date
Final Past Performance Evaluation Report		
Data entry in the Federal Procurement Data System (FPDS)		

Approved price list may be a screenshot from GSA *Advantage*!® for products or other pricing list provided by contractor and verified through GSA *Advantage*!®. For services, the approved labor rates should come from the price list posted in GSA eLibrary in the contractor's terms and conditions file found on the contractor detail page.

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