

 U.S. General Services Administration

Federal Acquisition Service

Using GSA Schedules for Professional Services

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Learning Objectives

- Overview of GSA Professional Services Schedules
- Basic Schedule Ordering – Overview of the Task Order Process
- Task Order Contracting: What Does the Schedule Contract Say?
- Complex Service Requirements: Contractor Teaming Arrangements & Blanket Purchase Agreements

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Supplementary Material Handout

- A. List of GSA Multiple Award Schedules
- B. Some Service SINS & Schedules
- C. NAICS Codes Cross-Referenced to Service Schedules
- D. Why Contracting Officers Use GSA MAS
- E. GSA Schedule Task Order File Checklist
- F. Think Simplified (Not FAR Part 15)
- G. How to Find Schedule Contract Clauses (The old way)
- H. Resources for Additional Information & Training

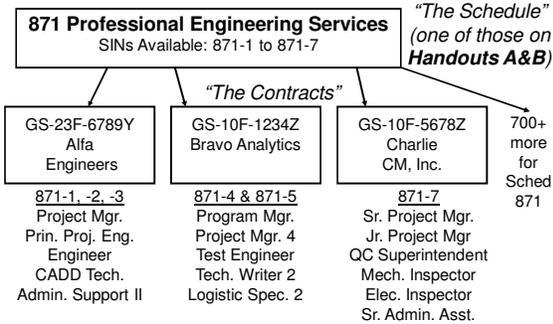
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Scope of Professional Service Schedules

- Review scope of services Schedules
- Understand examples of in-scope and out-of-scope tasks

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For Any One Schedule, Multiple Contracts



Different SIN & Labor Category Combinations

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Did You Know Schedules Can Be Used for...?

- Recycling computer monitors (Environmental)
- Food service for soldiers in Afghanistan (Logistics)
- Agency reorganizations [even GSA's] (MOBIS)
- Aircraft electronic maintenance (Logistics)
- Acquisition Support (MOBIS)
- Sign Language (Language)
- Redesign avionics for Army helicopters (PES)

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GSA Professional Services Schedules

- Professional Engineering Services (PES)
- Logistics Worldwide (LOGWORLD)
- Language Services
- Environmental Services
- Mission Oriented Business Integrated Services (MOBIS)
- Advertising and Integrated Marketing Services (AIMS)
- Financial and Business Solutions (FABS)
- Facilities Maintenance and Management (03 FAC)
- Other Schedules With Services

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Some Engineering Disciplines and Sub-Disciplines on 871 PES

Chemical
Civil
Electrical
Mechanical

Aerospace
Biotechnology
Aeronautical
Marine/Naval
Mining
Petroleum
Industrial

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Professional Engineering Services

- 871-1 Strategic planning for technology programs & activities
- 871-2 Concept development & requirements analysis
- 871-3 System design, engineering, & integration
- 871-4 Test & evaluation
- 871-5 Integrated logistics support
- 871-6 Acquisition & life cycle management
- 871-7 Construction management

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Services Not Included in PES

- ✗ Architecture and engineering services under the Brooks Act, FAR Part 36
- ✗ Products, services, & materials already solicited under other FSS Schedule contracts (IT, environmental advisory, hazardous materials management advisory, paper, chemicals, pharmaceuticals, laboratory instruments)
- ✗ Research & Development if Cost-Type required

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FAR Part 36

- Construction and Architect-Engineering services as set forth in FAR Part 36 (including construction of buildings, structures, or other real property) are outside the scope of all GSA Schedules, including PES.
- Some Schedules (but not PES) include SIN for “Ancillary Repair and Alteration”
- Carefully review FAR 36.601 definition of A&E for applicability to your PWS.

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Logistics Worldwide Services (LogWorld)

- 874-501 Supply and Value Chain Management *(including acquisition logistics)*
- 874-503 Distribution and Transportation Logistics
- 874-504 Deployment Logistics
- 874-505 Logistics Training
- 874-506 Support Products
- 874-507 Operations and Maintenance Logistics Management & Support
- 874-597 Ancillary Repair and Alteration

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Ancillary Repair & Alteration SIN

- 56 – Building & Building Materials
- 03 FAC – Facilities Maintenance & Management
- 71 II K – Comprehensive Furniture Management
- 874V – Logistics Worldwide

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Ancillary Repair & Alteration Scope

- Work is incidental to the order
- Work is not new or major construction
- Work is not complex or related to a significant portion of the facility
- Work is not A&E services (FAR 36.601-4)
- Work is not in space leased by GSA PBS
- Work >\$100k in a PBS-managed space requires delegation of authority

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Some LOGWORLD Tasks

- Design & Fabrication (in support of a logistics effort/process)
- System Testing
- Range & Communications Engineering (But any IT must be related to logistics application/task. No volume purchases or software development not related to Logistics tasks.)
- Remote site logistics support (National & International)
- Food Service / Motor Pool / Courier Service

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More LOGWORLD Tasks

- Spares Support (to include purchase support if items are listed on GSA contract)
- Inventory Management
- Analysis of Distribution Points – Air, Road, Water, Rail or Pipeline
- Material Handling Training / Forklift Certification
- Planning (Scenarios, databases, after action review support, archive operational lessons learned)
- Train and mentor foreign military services in logistics methods and techniques

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Not Within LOGWORLD Scope

- ×Manufacturing (but LOGWORLD can manage manufacturing process)
- ×Security (if not part of a larger logistics support task)
- ×Engineering Services
- ×IT systems integration, network services
- ×Volume purchase of IT hardware
- ×Software development, database design not specifically related to logistics
- ×Household goods moving/storage
- ×Commercial passenger airline services
- ×Local package delivery (Schedule 48: FedEx, UPS, etc.)

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Language Services

- 382-1 Translation Services
 - 382-2 Interpretation Services
 - 382-3 Training Services and Educational Material
 - 382-4 Comprehensive Linguistic Analytic Support
 - 382-5 Services the Visual & Hearing Impaired
- but not this Schedule for:*
- × Training not related to language (country briefings)
 - × IT hardware & software
 - × Language training requiring software licensing
 - × Medical transcription services

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Environmental Services

- 899-1 Environmental Consulting Services
- 899-3 Environmental Training Services
- 899-5 Materials and Waste Recycling & Disposal Services
- 899-7 Geographic Information Systems (GIS) Services
- 899-8 Remediation and Reclamation Services

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Some Environmental Tasks

- Environmental Impact Statements
- Develop programs or regulations
- Risk Analysis or Vulnerability Assessments
- Environmental Compliance Audits
- Spill Prevention
- Environmental Training
- Permitting
- Waste Management Plans or Studies
- Establish/operate HAZMAT, electronics, CRT, battery or chemical recycling programs

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Environmental Schedule NAICS

- 541620 Environmental Consulting Services
- 562920 Material Recovery Facility
- 562112 Hazardous Waste Collection
- 541380 Testing Labs *[check scope]*
- 562910 Remediation Services

Handout C: NAICS Code Cross-Reference

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Not Environmental Schedule

- *Any task typically requiring construction (Davis-Bacon) labor categories (e.g., lead paint/asbestos removal)
- *Architect & Engineer contracts
- *Mapping (Part 36, Brooks Act)
- *Remediation requiring construction
- *Radioactive/nuclear waste
- *Office trash and land-fill items
- *Water purification equipment

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MOBIS Services

(now including Training from Schedule 69)

- 874-1 Consulting Services
- 874-2 Facilitation Services
- 874-3 Survey Services
- 874-4 Instructor Led Training, Web Based Training & Education Courses, Course Development and Test Administration
- 874-5 Support Products
- 874-6 Acquisition Management Support
- 874-7 Program Integration and Project Management Services
- 874-8 Certified Acquisition Workforce Training
- 874-9 Instructional Training Devices

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Some MOBIS Tasks

- Quality Management
- Business Process Re-engineering
- Strategic & Business Planning
- Benchmarking
- Procurement Training (1102, COR, PM)
- Competitive Sourcing
- Activity-Based Costing
- Financial Management Analysis (related to mission improvement effort)²⁴

More MOBIS Task Examples

- Statistical Process Control
- Surveys
- Individual & Organizational Assessments & Evaluation
- Business Management Strategies (Six Sigma, etc.)
- Process Modeling and Simulation
- Performance Measurement
- Contract Specialist Support

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Not Within MOBIS Scope

- × Financial Management, Financial Audits
- × Engineering Services
- × IT Systems Integration, Network Services
- × IT Hardware/Software not specifically related to MOBIS consulting/project management efforts
- × Administrative Support (unless directly related to MOBIS consulting/project management efforts)
- × Human Resources Services/HR ADR
- × Inherently Governmental Functions/Organizational Conflict of Interest (esp. in 874-6 acquisition support)

MOBIS Focus = Management, Not Contracting for Daily Operations 26

Advertising & Marketing

- 541-1 Advertising Services
- 541-2 Public Relations Services
- 541-3 Web-Based Marketing Services [SB]
- 541-4 Specialized Marketing Services [SB]
(multiple SINS)
- 541-5 Integrated Marketing Services

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Financial & Business Solutions

- 520-1 Program Financial Advisor
- 520-2 Transaction Specialist
- 520-3 Due Diligence & Support
- 520-4 Debt Collect
- 520-5 Loan Servicing & Asset Management
- 520-6 Professional Legal Services
- 520-7 Financial & Performance Audits
- 520-8 Complementary Audit Services
- 520-9 Recovery Audits
- 520-10 Transportation Audits [SB]
- 520-11 Accounting
- 520-12 Budgeting

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FABS (continued)

- 520-13 Complementary Financial Management
- 520-14 Audit & Financial Training Service [SB]
- 520-15 Recurring Commercial Financial Management Services
- 520-16 Business Information Services
- 520-17 Risk Assessment & Mitigation Services
- 520-18 Independent Risk Analysis
- 520-19 Data Breach Analysis
- 520-20 Comprehensive Protection Solutions
- 520-21 Program Management
- 520-22 Grants Management Support Services

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Facilities Maintenance & Management

Major Service Categories:

- Dockside Facilities Maintenance, Repair Services and Dry Docking Solutions
- Energy Management, Water Conservation and Support Services
- Facilities Maintenance and Management Solutions for Real Property
- Industrial, Aerospace and Marine Coating Solutions

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Other Schedules With Services

- Office, Imaging, and Document Solutions (36)
- Transportation, Delivery, and Relocation Services (48)
- Information Technology (70)
- Security [and other services] (84)
- Temporary Staffing (736)
- Human Resources & EEO (738X)

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Ordering Procedures & Contract Issues

- Schedules as Priority Source
- Scope Issues
- Ordering (RFQ Process, Quotes, Evaluation)
- Types of Orders
- GSA Orders vs. Open Market Procurement
- "Other Direct Costs"
- Limited Sources?
- GSA Task Order Checklist (Not FAR Part 15)
- Pricing Issues
- NAICS and Size
- Protests
- Schedules Contracting Overview
- What Does the Schedule Contract Say?

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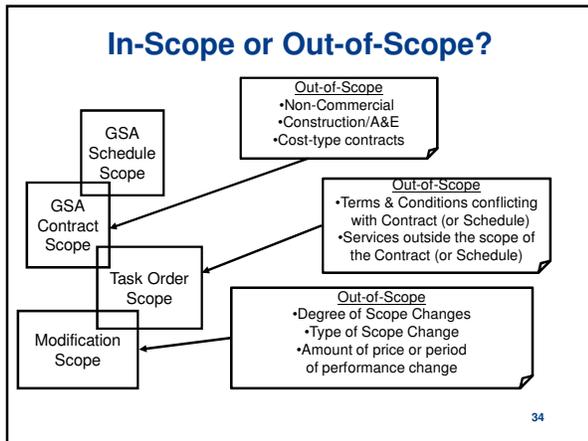
Priority Sources – Services ...Not Mandatory Use, But...

- *AbilityOne* = JWOD (NIB, NISH, etc.)
- Federal Supply Schedules 
- Federal Prison Industries (UNICOR) or other commercial sources

Shall Consider Schedules Before Open-Market Service Sources (FAR 8.002)

How have you documented your contract file to show Schedules were considered in preference to lower-ranking acquisitions? (How has FAR 8.002 compliance been documented in your file?)

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- ### Some Limitations
- Broad Acquisition Limitations
 - Commercial Services (FAR 2.101)
 - Personal Services (FAR 37.104)
 - Inherently Governmental Functions (FAR 7.503)
 - Schedules Program Limitations
 - Architect/Engineer Contracts (FAR 36.601-4)
 - Cost-Reimbursement Type (FAR 16.3)
 - Construction (FAR 2.101) except for Ancillary Repair & Alteration under limited conditions
 - Services Limited by the SIN Description
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- ### Scope Determination Steps
- Search *GSA eLibrary* for keywords in the SIN descriptions
 - Read about that Schedule (references, FAQs, POC) at that Schedule's web page at gsa.gov (not *eLibrary*, see the Handout B web links)
 - Read scope pages in that Schedule's standing RFP on FedBizOpps. There's more to scope than a few *eLibrary* sentences!
 - Talk to your GSA Customer Service Director (www.gsa.gov/csd) or Schedule Contracting Officer
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Scope Determination Pitfalls

- Failure of Ordering Officer to Show Schedule and SINs on RFQ
- "Whatever GSA Schedule You Have" (the chosen contractor)
- "Labor Category Shopping" rather than determining the SINs required to accomplish the PWS.
- "Schedule A or Schedule B" (treating Schedule scopes as interchangeable), although there is some overlap

"Wrong Schedule" Order is Protestable by "Right Schedule" Contractor

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Basic Schedule RFQ Process

- Requirements Identification
- Acquisition Planning*
- Market Research
- Develop Performance Work Statement
- Develop & Distribute RFQ(w/ Eval Factors)
- Evaluate Quotes Received
- Task Order Award

RFI/Draft RFQ

*Determination - Interagency Agreements, >\$500k

http://interact.gsa.gov/sites/default/files/federal_register_-_interim_rule_-_hi-determination_required_for_schedule_buys_over_500k.pdf

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Prepare & Distribute RFQ

- Select non-conflicting order clauses & provisions (FAR clauses for generic "commercial" services in Schedule contract already) from FAR/Supplement/local
- Determine Schedule(s)/SIN(s) required for PWS
- Define quote submittal requirements (instructions) and deadline
- Service Contract Act (Davis-Bacon for Ancillary R&A) applicable?
- Obtain necessary approvals (non-DoD*, Advisory & Assistance, legal, T&M**, etc.)
- Provide to at least 3 Schedule holders (e-mail, eBuy, fax)

*Above SAT, See DFARS 217.78
**See FAR 16.6(d)/DFARS 216.601(d)

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Contents of RFQ for GSA Task Order (Keep It Simple)

Handout
F

1. What Will the Contractor Do? (PWS)
2. What Does the Government Think is Important for Award? (Evaluation Factors – No Subfactors!)
3. What Does the Government Need to See? (Quote Submittal Instructions)
4. What Are the Order's Terms & Conditions (if any) Not Already in the Schedule Contract? (add non-conflicting clauses)
5. Which Schedule(s) and SINs Are Required by the Gov't to Meet PWS Requirements?

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Schedule Ordering (FAR 8.405-2)

FSS orders considered to be issued using full and open competition.

- Up To Micropurchase: Place orders with any Schedule contractor, but should "rotate" buys.
- Micropurchase to Simplified Acq. Threshold (SAT): Provide RFQ (PWS + Eval Factors + Submittal instructions) to at least three contractors or 8.405-6
- Above SAT for TO or establishing BPA: Plus: Provide RFQ to as many contractors as practicable*

*For Everybody now >\$150K, reasonably ensure at least 3 quotes received or use eBuy
8.405-2 (c)(3)

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Department of Defense – DPAP Memo on Pricing

- Focused on Improving Competition
- If solicitation was advertised for less than 30 days and only one offer is received, CO shall cancel and resolicit for an additional 30 days
- If solicitation was advertised for 30 days, and only 1 offer received, CO shall use price or cost analysis IAW FAR Part 15.404-1 to make a fair and reasonable determination.

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Receive & Evaluate Quotes

- Oral Quotations?
- Clarification of Minor Irregularities & Errors
- Technical Review
- Past Performance Review (include EPLS check but not Responsibility Determination)
- Communications (Not “Conducting [Part 15] Discussions”)
 - Discount from GSA Schedule Price
 - Reasonableness of Labor Mix/Total LOE

Evaluate Solely on Evaluation Criteria

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Best Value Evaluation

- The expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement.
- Best Value Continuum: From *price predominates* (Low-Price Technically Acceptable) to *technical/past performance predominates* (Full Tradeoff)
- Best Value permits tradeoffs between price and non-price factors as part of Risk Analysis. The ordering activity may be willing to pay more for (show relative importance in RFQ):
 - Achieving Socioeconomic Objectives (or “Set Aside” Task Orders)
 - Better Past Performance
 - Better Technical Approach
 - Better Management Capability

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Level of Effort Task Orders

- Time & Material [FAR 16.601]
 - Direct labor at fixed, hourly, fully-burdened rates
 - Materials at cost and handling costs
- Labor Hour [FAR 16.602]
 - Like T&M, but contractor supplies no materials
- Fixed Price is preferred over LOE
 - Requires more surveillance and control than FFP
 - Use only where duration and extent of work cannot be estimated
 - CO determination for T&M, sometimes higher approval, required [FAR 12.207(b) & 16.601(d) D&F both in addition to 8.405-2(e)(7) and 8.404(h) rationale]
 - Include ceiling price contractor exceeds at its own risk

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GSA Orders (vs. Open Market)

- No FedBizOpps synopsis for GSA Orders*
- Prices on *FSS Authorized Price List* (GSA web-posted) already determined fair & reasonable, but Ordering Officer determines Best Value and reasonableness of overall LOE and labor mix.
- Competition (CICA) requirements already met, no competing outside Schedules
- Optional Set Aside (or can be eval factor), certain Schedules/SINs are set-aside at Schedule level

*Limited Source Justification IAW FAR Part 8.405-6

Handout D: Why Use Schedules?

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Other Direct Costs (ODCs)

Our Three Categories of "ODCs":

1. Contract Support Items (on Schedule contract)
 2. Open-market items ("Incidentals") (not on Schedule contract)
 3. Reimbursables: Lodging, Transportation & Per Diem
- All ODCs must be within the scope of the contract and awarded SIN(s)...not "MOBIS laptops"
 - ODCs support, are not the primary purpose of the order
 - ODCs may not duplicate costs already included in the contract price
 - ODC prices must be determined fair and reasonable by a CO somewhere (if not at Schedules level, then Task Order level)
 - Contract clause 52.212-4 ALT I filled-in as Task Order issue for Other Direct Costs (and for Indirect Costs)

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1. Contract Support Items

- Commercial Items
- Items included in the MAS contract
 - Contract award or modification
 - Not to be separately ordered without the services
 - Can be included on orders like Schedule labor
- Items for which the Schedule CO has already determined the price fair and reasonable
- Example: items awarded, priced, and listed under a "Support Products" SIN (but a separate *product-only* SIN not required)

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2. Open-Market Items

("Incidentals" or "Non-Schedule Items")

- Items not awarded under that Federal Supply Schedule contract
- No assumption of price reasonableness (or scope!)
- Schedule T&Cs don't apply unless cited
- Open-market items purchased IAW all applicable acquisition regulations (FAR 8.402(f))
 - FAR Part 5 – Publicizing Contract Actions*
 - FAR Part 6 – Competition Requirements
 - FAR Part 12 – Acquisition of Commercial Items
 - FAR Part 13 – Simplified Acquisition Procedures
 - FAR Part 14 – Sealed Bidding
 - FAR Part 15 – Contracting by Negotiations
 - FAR Part 19 – Small Business Programs

*Limited Source Justification IAW FAR Part 8.405-6

**Can Be Mixed With Schedule Items ONLY if All
Clauses Included and Ordering Officer Determines
Prices Fair & Reasonable and Within Scope** 49

3. Travel Reimbursables

- Federal Travel Regulation
 - 41 CFR, Chapters 300 – 304
 - Travel policies for Federal civilian employees and others authorized to travel at Gov't expense
- Joint Federal Travel Regulations
 - USC, Title 37 and 10
 - Availability of contract fares or prices to government contractors
- Local travel in the performance of a task order
 - Reimbursable IAW ordering agency regulations

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FAR Parts Not Applicable to Schedule Orders/BPAs

- Synopsis requirements in Part 5*
 - All of Part 6 (8.405-6 is "Limiting Sources")
 - All of Part 13 (except 13.303-2(c)(3))
 - All of Parts 14 and 15
 - All of Part 19 (except 19.202-1(e)(1)(iii))
Unless Optional Set Aside FAR 8.405-5(a)(1)
- However, if mixing open-market items (totaling over micropurchase) then all otherwise exempt regulations apply to those items.

*Limited Source Justification IAW FAR Part 8.405-6

FAR 8.404(a), 8.405-5(a), and 8.405-6(a)

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How Can Need for Quoted Open Market Items Be Reduced?

- Contractor requests GSA CO to add to Schedule contract by modification
 - Agency RFQ preference for all-Schedule order (Schedule contractors team with each other)
 - Agency procures and furnishes items as GFP/GFE (need those provisions and clauses in Task Order)
 - FAR Part 51 Deviation
- <http://www.gsa.gov/portal/content/224689> 52

GSA “Limited Source Justification”

(FAR 8.405-6)
New FBO posting Requirements: TO/DO, BPA within 14/30 days from DOA >SAT, Posted for 30 days

- Only one source capable of responding due to the unique or specialized nature of the work
 - New work is a logical follow-on to an existing order (excluding previous orders placed previously under “sole source” requirements)
 - Item is peculiar to one manufacturer (a brand name item, available on various Schedule contracts, is an item peculiar to one manufacturer); or
 - An urgent and compelling need exists and following the ordering procedures would result in unacceptable delays
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Order Checklists

Found under “Documents” in *Reference Center* at GSA **Center for Acquisition Excellence:**

<http://cae.gsa.gov>

where you can take the free online course “**Using GSA Schedules – Customer (Services)**”

OR

We have a simplified version you can use...

Handout E: GSA Schedule Task Order File Checklist

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Pricing in Task Order Quotes

- Compare with website-posted *GSA Advantage!* price list.
- Scrutinize non-Schedule services & items
- Question additional G&A, esp. on travel (paying twice? fully-loaded?)
- Don't pay a separate quoted "Industrial Funding Fee" (that 0.75% already included in contract price)
- Team Lead/SubK management, if any, as part of LOE
- If concerned about what is included in price, contact the Schedule CO
- Schedule contractors CAN discount from pricelist
- Contract labor rates assume "normal" bid & proposal expense - - may get "no quote" if unusual quote requirements for Task Order/BPA
- Can escalate order prices (NTE future Schedule price) for periods where Schedule option not yet exercised

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GSA Schedule Contract Fundamentals

- Standing solicitation - offers accepted throughout the year with no closing date (uniform updating, mass mods conform all Schedule contracts to current posted RFP)
- Part 12 Multiple Award IDIQ (FFP w/EPA)
- Task Orders (FFP, LH, and/or T&M)
- Three 5-year option periods for 20 year total
 - Task Order performance could extend beyond since performance continues even if Schedule option not exercised (or contract terminated)
 - However, agency couldn't award new orders or BPAs without existing Schedule contract

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Schedule Pricing & EPA Methods

1. Established Commercial Price List/Equivalent

Requires a Modification Request from Contractor for Increase to Take Effect

2. Negotiated Escalation Prior to Award

A. Fixed Escalation for Term of Contract (Multi-Year Pricing 20 Years)

Price Increases Automatically Effective on the Anniversary of Contract (No Modification)

B. Adjustments Based on Market Indicator (Yearly Mod)

Based on a Published Index, Survey or Market Indicator

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Are Schedule Prices the Best Prices?

- **Contract Level**
 - Contract Pricing Objective: "Most Favored Customer"
 - Price Reductions Clause
 - Inspected during contractor assist visits
 - Ordering agencies pay no fee to GSA to use the Schedules directly [direct vs assisted acquisition]
- **Task Order Level**
 - Shall seek discounts (FAR 8.405-2(c)(3)) if:
 - Task Order exceeds "Simplified Acquisition Threshold"
 - BPA exceeds "Simplified Acquisition Threshold"
 - Encouraged to seek discounts for all orders
 - Make best-value determination, total price/LOE/labor mix reasonableness

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NAICS Codes & Business Size

- **Schedule Contract Level**
 - Schedules have one or multiple NAICS Codes in RFP
 - Awarded with just one NAICS Code representing preponderance of work, determining contract size.
 - Size re-certified: only at 5-year option or merger/acquisition (not just outgrowing)
 - **Task Order Level**
 - NAICS Code on order must be one of those on that Schedule and must represent preponderance of work on order
 - Ordering Officer can re-certify size at order level: one size on Schedule contract and another size for order possible
 - **BPA Level**
 - NAICS Code & size *not relevant* (since order controls)
- 13 CFR §121.404 (71 FR 66443, eff. 6/30/2007)** ⁵⁹

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Think Simplified (Not FAR Part 15)

- No competitive range determination
- No "discussions"
- No "debriefings"
- Any (non-arbitrary, not biased) evaluation system
- Lack of past performance need not be neutral
- No price/cost realism analysis of Schedule rates
- Not a "negotiated procurement," not a "competition"
- Asking for Part 15-like quote details risks:
 - No quote
 - Held to Part 15 standards on protest

See Handout F on "Not Part 15"

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Order Protests?

- Standing as interested party: must hold a Schedule contract
- Differing Agency/GAO/Court standards of review
- Handled IAW FAR Part 33.1
- Possible Grounds
 - Evaluation (inconsistent/bias/past performance)
 - Conflict of Interest/Incumbent preference
 - Procedural (looked like Part 15, e.g., debriefing)
 - Wrong Schedule
 - Non-Schedule purchases disguised as Schedule procurements (open market items violated CICA)

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What Does the Schedules Contract Say?

Where Can I Read the Contract Clauses?

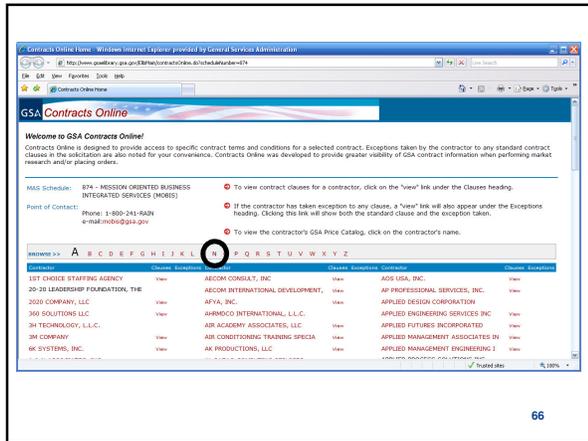
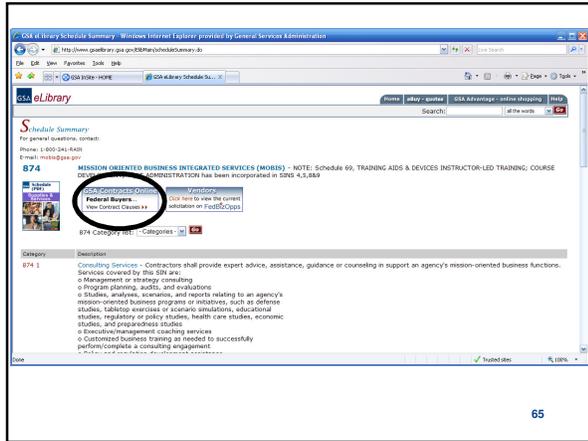
Handout G

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Search the Schedule T's and C's

- Standing solicitation periodically replaced (GSA says "refreshed")
- All contracts updated with mass modifications to match the most recent FedBizOpps-posted "refresh"
- Documents as searchable Web, Word or PDF files
- Use the <Edit> <Find> or <CTRL> <F> text box to locate words or phrases of interest.
- Good method both for numbered clauses and for other "free text" key words

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Schedule Clauses Impacting Task Orders

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Ordering-Relevant Items in Contract Solicitation

- Table of Contents (or search in Word/PDF)
- SF1449 (Commercial Part 12, NAICS Code, Unrestricted)
- Additional scope information not found at *GSA eLibrary*
- FAR 52.212-4 and related Part 12 clauses
- "Maximum Order" for that Schedule described
- Economic Price Adjustment clauses
(method/rate/timing/caps)
- Price Reductions clause not triggered by Federal orders
- Contractor Team Arrangements permitted
- Blanket Purchase Agreements permitted
- SubContracting Plan required for Large businesses
- Incorporates WDs for Service Contract Act for some
Schedules [any Davis-Bacon WDs added at order
level where Ancillary R&A permitted]

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From the "Indefinite Quantity" Schedule Contract Clause

(d) 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.

FAR 52.216-22 (DEVIATION I – JAN 1994)

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From the “Performance Incentives” Schedule Contract Clause

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

GSAR I-FSS-60 (APR 2000)

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Two Flexible Schedule Tools

1. Blanket Purchase Agreements (BPAs)
2. Contractor Teaming Arrangements (CTAs)

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Why Establish a Schedule BPA?

- Opportunity to seek additional discounts
- Satisfy recurring requirements
- Reduce administrative burden
- Leveraging buying power through volume
- Support field offices/other contracting offices
- Quicker order turn-around
- Can incorporate non-conflicting terms & conditions
- Can include contractor teaming
- No funding required to establish BPA
- No synopsis, no competition outside Schedules to establish or use BPA

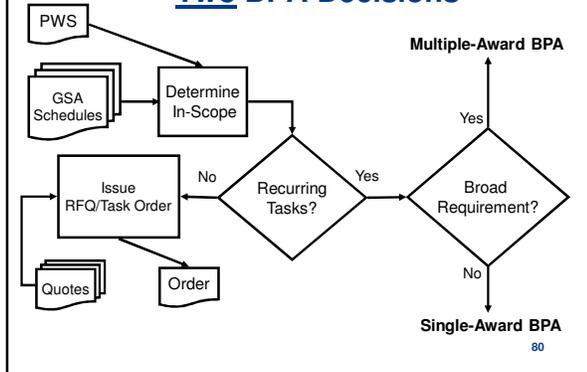
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What's in a BPA?

- Scope
- Estimated value/level of effort (not ceiling)
- Duration
- GSA Schedule(s) & Contract(s)
- Participating offices/agencies
- Invoicing/billing procedures
- Ordering procedures (*if multi-award*)
- Terms & conditions
- Discount terms
- Types of orders to be placed
- BPA Termination

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Two BPA Decisions



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Single-Award BPA

1. Determination – Acquisition Plan
2. Issue BPA RFQ (PWS)
3. Receive & Evaluate BPA Quotes
4. Establish One BPA

Then, for Each Recurring Task:

1. Issue Task Order RFQ (PWS) *to sole BPA-holder*
2. Evaluate the Quote
3. Award Task Order

One Best Value Evaluation: Who Gets the BPA?

* Options, 5 yr limit, no need for Comp Adv (MAR 2012)

* \$103 million threshold, Head of Agency approval

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Multiple-Award BPA

1. Issue BPA RFQ (PWS)
2. Receive & Evaluate BPA Quotes
3. Establish Multiple BPAs

Then, for Each Recurring Task:

1. Develop Task Order Evaluation Criteria
2. Issue Task Order RFQ (PWS) to "all" BPA-holders *
3. Evaluate the Multiple Quotes: Best-Value Source Selection
4. Award Task Order

Two Best Value Evaluations: Who Gets the BPA? Who Gets the Task Order?

**Unless Limited Source Justification (IAW FAR Part 8.405-6(a)(1)(i))* ⁸²

What is a Schedule Contractor Teaming Arrangement?

- Defined: Arrangement between two or more Schedule contractors working together to meet agency requirements.
- Don't be confused by FAR SubPart 9.6, a non-Schedules definition that includes joint ventures and subcontracting as "teaming"
- GSAR 538 (rewrite) clause will call this "Contractor Partnering Arrangement (CPA)"

⁸³

Benefits of Contractor Teaming Arrangements

- Reduction in Open Market Items
- Allows Additional Opportunities for Small Businesses
- Increases Probability of Complementary Capabilities by Contractors
- All-Schedule Solution Possible

⁸⁴

Two Ways to Satisfy Multi-Domain (Schedule/SIN) Requirements

- One GSA Contractor holds all needed domains, so teaming not required:
 - As separate single-Schedule contracts, and/or
 - On the Consolidated Schedule

OR

- GSA Schedule holders team across domains

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Annual Top Ten GSA Contractors

	70	871	874	874V	899
	IT	PES	MOBIS	LOG	ENV
Company A	X				
Company B	X	X	X	X	
Company C	X	X	X		
Company D	X	X	X	X	X
Company E	X	X	X	X	X
Company F	X		X		
Company G	X	X	X	X	X
Company H	X	X	X	X	
Company I	X	X	X	X	X
Company J	X	X	X		

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Consolidated Schedule

- Only for contractors with two or more (of the 13 eligible) Schedules (e.g., PES and MOBIS)
- One GSA contract, so just one Task Order for agency to award/administer
- Contractor can offer their entire business line on a single contract
- Includes most service Schedules and some related product Schedules (including IT)

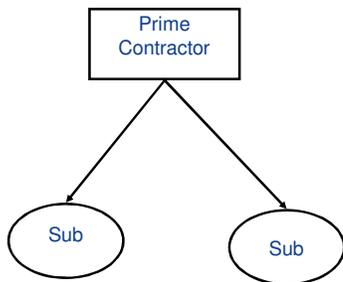
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Subcontracting vs “Teaming”

- Only Prime must have a Schedule contract
- Only Prime has privity of contract (and interface) with Government
- Ordered and invoiced at Prime’s Schedule rate (less discount)
- Limited to SINS and labor categories on a single Schedule contract
- Prime can’t “delegate” responsibility
- Each Team Member must have a Schedule contract
- Each Team Member has privity of contract (and can interface) with Government
- Ordered and invoiced at each Team Member’s Schedule rate (less discount)
- Total Schedule solutions possible
- Each member can be responsible for particular duties in a teaming agreement

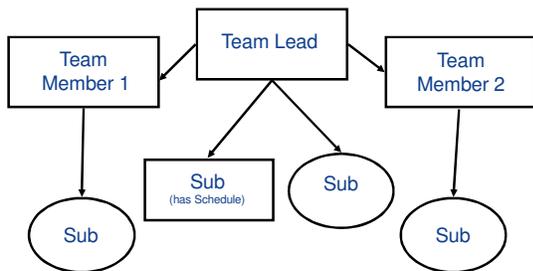
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Prime/Subcontractor Relationship



BPA's/Orders Only to Prime (Schedule Contractor) 89

MAS Teaming and Subcontracting



Schedule Teaming Requires Teaming Agreement 90

MAS CTAs

- Team Leads & Members must have GSA Schedule and use their Schedule rates
- Contractor Teams are issued one BPA
- Could include subcontractor effort, as long as mapped to their Prime's Schedule labor category
- If Multi-Award BPA, Teams compete for Task Orders
- Task Orders can be issued to Team Lead or directly to each Team Member, per Agreement
- Decision to team or not is entirely up to contractors, not ordering activity

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MAS CTAs

- Not a separate legal entity but acts *like* joint venture
- Include Teaming Agreement with quote for agency review
- Government incorporates that agreement into BPAs/orders
- Can reduce the need for open market items!

Best Practice: Make sure the contract number for *each team member* contributing to a task order is cited on the order(s).

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Teaming Agreement Highlights

- Identify Parties (Members and Lead)
- Teaming Activities (w/ responsibilities, like communication)
- Type & Duration of Agreement
- CTA Terms (Team Management fee?)
- Ordering Procedures
- Team Lead & Team Member Duties (on PWS)
- Pricing, Invoicing, and Payment
- Performance Responsibility/Evaluation
 - Whose PPIRS reports card? (reqd > \$150k SAT, FAR 8.406-7)
- Reporting Sales to GSA
- Who Signs Modifications to BPA/Order?
- Confidential Information
- Internal Contractor Team Conflicts

Agreement is solely between the Members - - can't conflict with their individual contracts.

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Helpful Websites on BPAs/CTAs

- **Using GSA Schedules – General Information/FAQs**
 - www.gsa.gov/schedules
- **Blanket Purchase Agreements**
 - www.gsa.gov/bpa
- **Contractor Teaming Arrangements**
 - www.gsa.gov/cta
- **Consolidated Schedule Information**
 - www.gsa.gov/consolidated

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Need More Information?

- Blogs, Podcasts & Webinars
 - <http://interact.gsa.gov/groups/services-ordering-solutions-avoiding-mas-confusion>
 - FAR subPart 8.4
 - *MAS Desk Reference (2010)*
 - GSA Customer Service Director (www.gsa.gov/csd)
 - GSA eTools
 - GSA websites (www.gsa.gov/schedules, esp. FAQs)
 - EXPO – San Antonio May 15-17, 2012
 - Online services ordering course (<http://cae.gsa.gov>)
- Handout H: Resources for Additional Training**

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What's New/Hot in 2011-2012?

- Office Supply BPAs
 - <http://www.gsa.gov/portal/content/141857>
- Comprehensive Professional Energy Services BPAs
 - <http://www.gsa.gov/portal/category/26748>
- SOW Library
 - <http://www.gsa.gov/sowlibrary>
- Green Procurement
- GSAR Part 538 Rewrite

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Questions?



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Thanks!

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