

BPA NUMBER GS-33F-BQT07
GENERAL SERVICES ADMINISTRATION
BLANKET PURCHASE AGREEMENT

Pursuant to the General Services Administration's (GSA's) Schedule Contract Numbers GS-10F-0033P and GS-00F-0033N and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), MEB Consulting, LLC and PRTM Management Consultants, LLC respectively agree to the following terms of a BPA with the General Services Administration:

- (1) The contract services/products that can be ordered under this BPA, and related provisions thereto, are outlined in GSA's Request for Quotation (RFQ) issued June 22, 2006 and Amendment One issued July 3, 2006. These documents are hereby incorporated into the BPA in their entirety.
- (2) MEB Consulting, LLC and PRTM Management Consultants LLC's technical and pricing proposals dated July 11, 2006 are hereby incorporated into the BPA. The awarded prices are contained in Attachment A.
- (3) Delivery: Delivery will be accomplished as stipulated by the ordering agency.
- (4) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$1,000,000.
- (5) This BPA does not obligate any funds.
- (6) This BPA expires on September 30, 2007 or at the end of the contract period, whichever is earlier. Three (3) one-year options may be exercised unilaterally at the government's discretion.
- (7) Task orders may be placed by authorized users of the BPA or GSA.
- (8) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.
- (11) The following clause is hereby incorporated in full text in any future task order awarded under this BPA:

552.232-73 Availability of Funds (SEP 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the Contractor.

- (12) The following office administers the BPA:
General Services Administration
Office of Transportation and Property Management
2200 Crystal Drive, Suite 300
Arlington, Virginia 22202

Express and Ground Domestic Delivery Services Consulting Support

1. Purpose

The purpose of this Blanket Purchase Agreement (BPA) is to establish an agreement for transportation management consulting services. These services will assist the General Services Administration (GSA) and

agencies participating in the Domestic Delivery Service (DDS) Federal Strategic Sourcing Initiative (FSSI) to achieve best-in-class transportation business practices.

Each Federal agency has a different approach to how they manage their DDS program and are mostly inconsistent with the commercial transportation model. GSA seeks to support its agency customers by offering services and solutions to establish transportation management programs at the government-wide and agency-wide levels that employ world class standards.

2. Scope of Support

The GSA requires transportation management consulting support to re-engineer agency transportation processes to utilize best-in-class commercial transportation management processes. This will serve as the foundation for transforming the way the Federal government manages transportation. The outcomes of this support will:

- Establish common characteristics of best-in-class transportation management including business drivers, supply chain, governance, and service provided
- Identify strategies for applying commercial best practices most effectively in government transportation management
- Establish the baseline for government performance to benchmark against commercial best practices
- Develop strategies for implementing world-class commercial transportation management processes.
- Implement world-class commercial transportation management processes.
- Increase customer satisfaction by optimizing transportation configurations and support processes







The GSA will establish one or more Blanket Purchase Agreements (BPA) under the GSA Schedule to provide services that accomplish the above outcomes.

The DDS Program Management Office (PMO) anticipates placing one or more task orders under the BPA for services as summarized in Section 3. These task orders may additionally be separately awarded to the BPA vendors. Task orders may be placed by the PMO or by the ordering agencies as specified herein.

2.1 DDS FSSI

On May 5, 2005, the Office of Management and Budget (OMB) directed agencies to leverage spending to the maximum extent possible through strategic sourcing. OMB defines strategic sourcing as “the *collaborative* and *structured* process of critically analyzing an organization’s spending and using this information to make business decisions about acquiring commodities and services more effectively and efficiently.”

The government spends approximately \$250 million in DDS services today. The common DDS FSSI will replace several contract vehicles at various agencies. As a result, participating agencies have banded together to achieve positive strategic sourcing outcomes. The DDS FSSI team’s goals include:

-  Pricing improvements (lower unit prices, volume discounts, best-in-class pricing)
-  Supply chain improvements (lower shipping costs)
-  Process improvements (share best practices, standardize accounts, improve naming conventions, provide organizational transparency to help with program management responsibilities, provide web-based access to account information)
-  Demand management (ship smarter, maximize leverage)
-  Performance monitoring (quality standards, structured metrics and performance reviews)
-  Business intelligence (management reports)

GSA has already established two contract support vehicles for the DDS FSSI. The first support vehicle provides ongoing market research support. LMI is the contractor supporting this effort and is tasked with determining the state of the DDS industry; identify best-in-class commercial benchmarks (price and service) for DDS services and benchmarking applications; and perform a benchmarking analysis of the government’s DDS program.

The second support vehicle provides acquisition support. Censeo is the contractor supporting this effort and is tasked with developing the performance-based statement of work for the DDS FSSI.

The transportation management consulting support will be the third support vehicle for the initiative and will provide the services described herein.

3. Requirements

The general requirements of the BPA will be to provide the full range of transportation management consulting services commensurate with the desired outcomes listed in Section 2.0 for a wide variety of transportation-related topics and issues. Typical tasks include: Impact studies, assessments, demand management, recommendations, transportation supplier management, business process re-engineering, data analysis, change management support, acquisition strategies, presentations, surveys, performance monitoring, etc.

The Contractor must have the following key skill sets/experiences:

- Expertise in the transportation industry and providing corporate transportation management counsel and services for other world-class Fortune 500 organizations.
- Ability to think quickly on feet and be responsive to customer requests
- Ability to capture essence of a topic and self-manage to completion of key tasks
- Ability to articulate clearly issues, solutions, and action items
- Ability to adapt commercial solutions for government organization’s policies, procedures, etc.
- Experience in dealing with difficult and diverse constituencies

These consulting services will be ordered on an individual task order basis as competed amongst the BPA awardees. The BPA tasks may be funded by either the GSA or customer agencies as necessary based on the individual task order, subject to the availability of funds. GSA and ordering agencies reserve the right to award task orders to one or more contractors. The Contractor will provide a variety of deliverables as required on subsequent task orders. The Contractor shall keep the PMO apprised of agency task orders so that it may perform effectively its program management duties.

The Contractor shall work with OMB to ensure report formats and planned content will meet their management information needs.

3.1 As-Is Environment and Gap Analysis Assessment

The Contractor shall assess the current environment for transportation management with a Federal Agency customer. In assessing the current environment at the Federal agency, the Contractor shall document the current transportation management processes relative to:

- Transportation Policy and Compliance

- Transportation Supplier Relationship Management
- Transportation Processing and Payment
- Transportation Reporting and Data Analysis

The Contractor shall assess the overall governance approach to managing these processes and identify gaps in performance and transportation management roles/responsibilities that hinder the agency's ability to achieve its DDS strategic sourcing goals. The Contractor shall also assess the current and near term anticipated changes for the agency's transportation management solution configuration.

The Contractor shall provide status and updates as needed during this effort, but at a minimum, lead a joint call between the GSA PMO and the agency on a weekly basis.

3.2 To-Be Roadmap and Recommendations

For the same agency in task 3.1, the Contractor shall develop a To-Be Roadmap and Recommendations for improvements to transition the As-Is environment to a best-in-class transportation management environment. The roadmap will include at a minimum, but not limited to:

- Recommend an improved governance approach to managing these processes,
- Document recommended 'To-Be' processes and resources needed for the organization to adopt,
- Document costs and benefits
- Document risks of not improving
- Identify a timeline and key steps for implementing the new processes, and
- Develop roles and responsibilities for effectively managing the new processes.
- Recommend improvements to each transportation solution's configuration to better meet the customer needs and 'To-Be' business processes.

The Contractor shall provide status and updates as needed during this effort, but at a minimum lead a joint call between the GSA PMO and the agency on a weekly basis.

3.3 Strategic Sourcing Support

The Contractor shall provide the full range of strategic sourcing support to maximize the benefit of the agency's participation in the DDS FSSI. Performance requirements may include, but not be limited to:

- Recommend a governance structure to optimize participation in the initiative.
- Establish goals and objectives and priorities, ensuring the agency's strategic sourcing plan is balanced with socio-economic goals for small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned businesses, service-disabled veteran-owned businesses, HUB-Zone and preference programs (e.g., Javits-Wagner-O'Day), and others, as appropriate.
- Develop methodologies for establishing baseline data and subsequent changes to this baseline and consistently apply this methodology throughout the strategic sourcing process.
- Establish agency performance standards and measures and track the agency's performance against them.
- Develop a communication strategy to maximize the success of the DDS FSSI within the agency.
- Identify actions necessary to educate agency personnel to support effective and efficient strategic sourcing implementation and management.
- Collect, analyze, and report the results of the agency's participation in FSSI in accordance with OMB requirements (which include reductions in the prices of goods and services, reductions in the cost of doing business, improvements in performance, and changes in achievement of socio-economic acquisition goals at the prime contract and, if possible, the subcontract level).
- Assist the agency in meeting its requirements to report to the Office of Government-wide Policy per mail management regulations in 41 CFR Parts 102-192-110 and 41 CFR Part 102-192.115.
- Work with agency suppliers to implement adopted recommendations to ensure the transportation management configuration is successful.

- Work with stakeholders in conjunction with the ordering agency and PMO to ensure stakeholder expectations are met.

There are several contractors supporting the DDS FSSI initiative and there will likely be additional contractors at the task order level that support various agency business processes. The Contractor is required to use good faith and its best efforts in its participation in these integrated project teams to ensure DDS FSSI outcomes are achieved. This may require development of business processes and role/responsibilities; participation in commercial non-disclosure agreements; the sharing of data; development of interfaces; routine communications; etc. Achieving the desired DDS FSSI outcomes in an efficient and proficient manner must be the common goal.

4. Deliverables and Delivery Instructions

Deliverables for the BPA include:

<i>Performance Schedule (in business days)</i>	<i>Deliverable / Work Items</i>
<i>5 days after task order award</i>	Electronic copy of the ordering agency's task order
<i>5 days after modification award</i>	Electronic copy any modifications to the ordering agency's task order
<i>5 days after task order award</i>	Agency point of contact
<i>Weekly</i>	Status calls as noted in Section 3
<i>Monthly</i>	Electronic narrative report articulating events, issues, roadblocks, and actions.*
<i>5 days after the completion of the task</i>	Copy of the agency's As-Is Assessment and Gap Analysis (3.1)
<i>5 days after completion of the task</i>	Copy of the agency's To-Be Roadmap and Recommendations (3.2)
<i>As delivered</i>	Copy of the agency's Strategic Sourcing Support written deliverables (3.3)
<i>Within 15 days of execution</i>	Proprietary information agreements, non-disclosure forms, etc.

*The style and format of the report will be determined after award.

Deliverables for task orders include:

<i>Performance Schedule (in business days)</i>	<i>Deliverable / Work Items</i>
<i>20 days after contract award</i>	As-Is Assessment and Gap Analysis (3.1)
<i>60 days after contract award</i>	To-Be Roadmap and Recommendations (3.2)
<i>As awarded</i>	Strategic Sourcing Support (3.3)
<i>Within 15 days of execution</i>	Proprietary information agreements, non-disclosure forms, etc.

The Contractor shall deliver via email one (1) electronic copy of each deliverable to the designated persons listed below on the date it is due in Microsoft Office, Word 2002, Powerpoint 2002, or Project 2002 format, as appropriate, for the deliverables specified in this SOW, whether verbally requested or not. Changes to staff shall be issued to the Contractor by email notification. All deliverables shall be delivered no later than the date specified herein and in each subsequent task order.

Email delivery to the following persons:

- Mary Anne Sykes, Contracting Officer's Technical Representative, maryanne.sykes@gsa.gov
Agency Customer POC as identified within 5 days of task order award
- Lisa Maguire, GSA Contracting Officer, onthego@gsa.gov, subject: DDS FSSI Deliverables

All deliverables/reports will contain appropriate executive summary, tables of contents, sections, and appendices necessary to communicate to the agency customer and the PMO the assessments and recommendations provided as part of the work performed under the BPA and task order(s).

5. *Acceptance of Deliverables*

The Government will review and provide comments on each task in the deliverables within ten (10) business days of receipt of the deliverable or within such other reasonable time frame as agreed upon by the Contractor and client, given the nature of the deliverable to be reviewed by client. The Government shall provide the Contractor with written acceptance or rejection (with specified reasons). The Contractor will have five (5) business days to complete and deliver changes made as a response to the Government's comments. The Contractor shall be allowed one re-submission of deliverables. If the re-submission is rejected, the Contracting Officer and the Contractor's representative will arbitrate a resolution.

6. *Point of Contacts and Responsibilities*

Ordering of services will be performed by any warranted contracting officer in the GSA Contracting Division and other agency contracting officer as stipulated in future orders (see below for a list of authorized users of this BPA).

A GSA Contracting Officer or a representative will perform management of this BPA. Future task order performance management terms will be addressed in those orders within the overall scope of the BPA, the GSA Contracting Officer's guidance, and the ordering agency's requirements.

The PM (or designee) shall be capable of providing all technical assistance and clarification required for the performance of this effort.

Title	Name	Telephone, Email Address
GSA Contracting Officer's Technical Representative	Mary Anne Sykes	(703) 605-2889 Maryanne.sykes@gsa.gov
GSA Contracting Officer	Lisa MaguireTBD	(703) 605-2923 Lisa.Maguire@gsa.gov
Agency Contracting Officer	TBD	

Additional subject matter experts / consultants may be called upon for review or comment on execution of this task. Such consultants and their firms will be identified in advance and will be under appropriate non-disclosure agreements for their supporting programs.

6.1 Authorized Users

Authorized users are as follows:

Name	Agency	Role
Rebecca Koses	GSA	DDS Team
Angela D. Jones	GSA	DDS Team
Blaine Jacobs	GSA	DDS Team
Lisa Maguire	GSA	DDS Team
Janet O'Meara	GSA	DDS Team
Timothy Jackson	Energy	DDS Team
Timothy Gulley	Energy	DDS Team
Larry Butler	Energy	DDS Team
Kimberly Marshall	GSA	DDS Team
William Sherman	GSA	DDS Team
Andrea McKnight	GSA	DDS Team
Joanie Newhart	HHS	DDS Team
Kesa Russell	HHS	DDS Team
Michael Wilson	HUD	DDS Team
Joann Garlic	HUD	DDS Team
Robert Morton	HUD	DDS Team
Pia Scott	Interior	DDS Team
Vernon Carter	Justice	DDS Team
Murphy Lawrence	Labor	DDS Team
Yolanda Harden	NASA	DDS Team
J Newhart	SEC	DDS Team
Shawn Griffin	State	DDS Team
Luis Roque	State	DDS Team
Ellen Green	Transcom	DDS Team
Kevin Youel-Page	Treasury	DDS Team
Brenda Jackson	Treasury	DDS Team
Bill Bardwell	VA	DDS Team

Additions/Deletions of users will be made by the GSA Contracting Officer as changes are needed. Such changes shall be at no additional cost to the Government. Please note, authorized users may include the activities noted herein and as noted in the attachment.

None of the users have the authority to change the underlying terms and conditions of the contract.

Ordering agencies will specify their requirements and evaluation criteria for award. Time and material, labor hour, or firm fixed price orders may be placed against the BPA as determined and appropriately documented by the ordering agency.

7. **Period of Performance**

The term of the BPA is:

- **Base Period - Date of award through September 30, 2007**
- Option 1 – October 1, 2007 through September 30, 2008

- Option 2 – October 1, 2008 through September 30, 2009
- Option 3 – October 1, 2009 through September 20, 2010

Performance for the work performed under this BPA and task order(s) will be assessed at the initial 2-week, and 4-week point for any task order placed and then on a monthly basis thereafter. If performance is unsatisfactory, replacement personnel of equal to or better experience than those provided will be required.

8. Contract Administration

8.1 Invoices

Billing and payment shall be accomplished in accordance with the Schedule contract, this BPA, and the individual task order. The Contractor may invoice only for hours, travel, and/or unique services ordered and actually used in direct support of the program office. Invoices shall be rendered for the charges at the end of each month in which the charge accrued, but not later than the 15th calendar day of the month following performance. The ordering agency point of contact must receive a copy of the invoice before or at the same time as the ordering agency's designated Finance office.

Failure to comply with the procedures outlined above may result in your payment being delayed.

Payment of all services under this task order is the sole responsibility of each ordering agency. Payment will be made as noted above in billing/payment information. If payment is made by credit card, account information will be provided at the time of implementation by the ordering agency.

8.2 Prevailing Terms and Conditions

This order will be subject to the terms and conditions of the Schedule contract. In the event of a conflict between the provisions of the task order and the Schedule contract, the provisions of the Schedule contract will take precedence.

8.3 Unauthorized Commitment

The PM or any other client representative is not authorized to change any of the terms and conditions of the resultant task orders. Changes, if any, shall be made by the Contracting Officer only.

8.4 Personal Service

The client has determined that use of the GSA requirements contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal services contract."

8.5 Use Of Government Facilities Or Personnel

The primary work location will be the contractor's facilities. On occasion, however, work may be performed at the customer agency or GSA. The specific place of performance for each activity will be as mutually agreeable to the Government and the contractor.

- A. The Program Manager will ensure Contractor personnel have access to all necessary Government facilities, equipment and personnel necessary for the performance of this task.
- B. Unless directly related to this task, the Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract.

8.6 Government Furnished Items

Work that is performed at the agency may be performed on agency IT equipment (e.g., laptop/desktop, agency email account, etc.), if necessary and requested. Additional requisite reference material and property may be identified, as a result of conducting the research required for this task order.

At a minimum, PMO will provide the contractor with the analysis described in section 2.1 from its support contractors, subject to the submittal and execution of any necessary non-disclosure documents.

8.7 Confidentiality And Nondisclosure

- The preliminary and final deliverables and all associated working papers and other material deemed relevant by GSA and the ordering agency that have been generated by the Contractor in the performance of this task order are the property of the U.S. Government and must be submitted to the PM and ordering agency at the conclusion of the task order.
- **All documents produced for this project are the property of the U.S. Government and cannot be reproduced, or retained by the Contractor.** All appropriate project documentation will be given to GSA during and at the end of this contract. **The Contractor shall not release any information without the written consent of the Contracting Officer.** Any request for information related to the task order presented to the Contractor must be submitted to the Contracting Officer for approval by the customer agency for a response.
- Personnel working on any of the described tasks, at the Government's request, will be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of government information and documents.

9.0 Privacy and Security Requirements

9.1 Clearances

Unclassified. If security clearances are required, they will be specified and paid for by the ordering agency.

9.2 Security Requirements

The Contractor shall adhere to all security-related laws, requirements and regulations that bind the government. Contractor personnel involved in the management, operation, programming, maintenance, and/or use of information technology shall be aware of these responsibilities and fulfill them. The Contractor shall comply with The GSA Information Technology (IT) Security Policy, "GSA Information Technology (IT) Security Policy," CIO P 2105 1, signed November 29, 2002, and all other GSA administrative, physical, and technical security controls to ensure all of the Government's security requirements are met. In addition, all Contractor personnel must adhere to the GSA, Public Building Service rules and regulations.

The Contractor shall also comply with requirements set forth in [Homeland Security Presidential Directive-12](#).

9.2.1 Specific Security Requirements

Contractor shall have all new staff members complete a confidentiality agreement prior to employment.

All files, records, papers, or machine-readable materials created or revised using equipment or materials provided under this Task Order are the property of the United States. The Contractor shall not replicate or reproduce information unless specifically approved in writing by the Contracting Officer. The Contractor shall adhere to all rules, regulations, and procedures relating to security and confidentiality for work performed and any information handled in the course of this work.

9.3 Protection of Information

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under the BPA and Task Order(s). In addition, the Contractor shall protect all government data, equipment, etc. by treating the information as sensitive.

Sensitive but unclassified information, data, and/or equipment will only be disclosed to authorized personnel as described in the task order. The Contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment shall be returned to Government control; destroyed; or held until otherwise directed by the Contracting Officer as specified herein. Items returned to the Government shall be hand carried or mailed to PM and ordering agency. The Contractor shall destroy unneeded items by burning, shredding or any other method that precludes the reconstruction of the material.

10. Contractor Personnel Requirements

The Contractor shall provide resources with a broad range of business and technical skills covering world-class transportation management experience with emphasis on implementing commercial best practices for transportation management solutions. A review of the Contractor's experience in these areas will be used in selecting a Contractor to receive this order. At a minimum, the Contractor shall furnish resumes of key personnel in their proposal to the Contracting Officer.

10.1 Substitution of Key Personnel

Individuals proposed and accepted as key personnel for this contract are expected to remain dedicated to the contract. Substitutions will be allowed only when the Government specifically agrees to the substitution in writing. All proposed substitutes of key personnel must have qualifications and salaries, at least equal to that of the person initially proposed by the offeror (the burden of illustrating this comparison shall be the Contractor's) and evaluated and accepted by the Government. The resume of the initially proposed key personnel shall become the minimum requirement for qualifications and salary for the duration of the total contract term.

All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute, the financial impact (i.e., the difference in annual salary between the previous employee and the proposed employee), and any other information requested by the Contracting Officer to make a determination as to the appropriateness of the proposed substitution. The burden of illustrating this comparison shall be the Contractor's. The Contracting Officer, working with the PMO and/or ordering agency, will evaluate requests for substitutions of key personnel and promptly notify the Contractor of approval or disapproval of the request.

10.2 Substitution of Non-Key Personnel

The Contractor is required to substitute personnel with equal to or better qualifications than those outlined in the Schedule contract labor category descriptions for non-key personnel.

11. BPA Information

The Government estimates, but does not guarantee, that the volume of purchases through this BPA will be \$1,000,000 per year. The BPA does not obligate any funds. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Description of Service Provided;
- (e) Task/Delivery Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Performance/Shipment.

The requirements of a proper invoice are as specified in Schedule contract and the BPA. Payment will be made via credit card or EFT based on a proper invoice for only tasks completed / services rendered.

The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Travel in performance of task orders will be reimbursed as set forth in the underlying Schedule contract. Travel costs must be clearly identified in task orders and supporting documentation may be required. Please note that the government's city pair fare agreements are not available for government contractors to use for their travel purposes related to government contracts.

11.1 Organizational Conflict of Interest

- a. It is recognized by the parties hereto that the effort to be performed by the Contractor under this contract includes transportation management support services that may involve technical direction; input to preparation of specifications and scopes of work; assistance to the Government during technical evaluations of other contractors' offers and products; and access to third-party proprietary information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4.
- b. Consequently, performance of this contract creates potential organizational conflicts of interest such as are contemplated by Federal Acquisition Regulation (FAR) 9.505.
- c. Therefore, it is the intention of the parties hereto to prevent both the potential for bias in connection with the Contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to third-party proprietary information.
- d. Participation in any acquisition or effort related to products produced under this statement of work, without express written approval from the Contracting Officer shall be prohibited.
- e. Subcontractors will be subject to this restriction.
- f. Whenever performance of this contract requires access to another contractor's proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.
- g. In addition, the Contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the contractor, or thereafter, improperly disclose such data or information.
- h. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government reserves the right to terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law.
- i. If in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the Contracting Officer may choose to undertake termination of this contract for convenience of the government, when such termination is deemed to be in the best interest of the government.
- j. The Contractor shall hold the Government harmless and will freely indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.
- k. This provision shall have permanent effect upon any products or deliverables produced as a result of this statement of work.

ATTACHMENT

GENERAL SERVICES ADMINISTRATION
Washington, DC 20405

ADM 4800.2E
January 3, 2000

GSA ORDER

SUBJECT: Eligibility to Use GSA Sources of Supply and Services

1. Purpose. This Order provides definitions and listings of agencies and other activities authorized to use GSA sources of supply and services. It also provides definitive guidelines concerning eligibility requirements.
2. Cancellation. ADM 4800.2D is canceled.
3. Background. Section 201 of the Federal Property and Administrative Services Act of 1949, as amended (the Property Act) authorizes the Administrator of General Services (Administrator) to procure and supply personal property and non-personal services for executive agencies and other Federal agencies, mixed-ownership Government corporations as identified in the Government Corporation Control Act, the District of Columbia, and qualified nonprofit agencies for the blind or other severely handicapped for use in making or providing an approved commodity or service to the Government. Other organizations may be eligible pursuant to other sections of the Property Act or by reason of enabling statutory authority.
4. Nature of revision. These revisions update the listings of organizations determined eligible to use GSA sources of supply and services.
5. Definition. GSA sources of supply and services are defined as those support programs administered by GSA and prescribed in the Federal Property Management Regulations (FPMR), 41 CFR Parts 101-26--Procurement Sources and Programs, 101-35--Telecommunications, 101-39--Interagency Fleet Management Systems (GSA Fleet), 101-40--Transportation and Traffic Management, 101-42 through 101-46, 101-48, and 101-49, Utilization and Disposal Programs, and in the Federal Travel Regulation, 41 CFR Part 301-73, Travel Programs. Note: GSA is in the process of recodifying the FPMR in the Federal Management Regulation (FMR) at 41 CFR Chapter 102.
6. Authority to use GSA sources of supply and services. The authority to use GSA sources of supply and services is established by statute (see [par. 7](#)) or regulation.
7. Eligible activities. Organizations are eligible to use GSA sources of supply and services pursuant to the Property Act or other statutory authority. Please note that although an organization may be eligible to use GSA sources of supply, particular sources may not be accessible. In some cases, as resources or assets may not be available (especially in the case of the GSA Fleet), it may not be practical for GSA to make certain sources of supply available, or the contract(s) for the requested commodity or service may not permit participation by certain otherwise eligible organizations. Also, some organizations may be eligible to use only specific GSA sources of supply or services.
 - a. Executive agencies. Subsections 201(a) and 211(b) of the Property Act provide for executive agencies' use of GSA sources of supply and services. Executive agencies, as defined in subsection 3(a) of the Property Act, are:
 - (1) Executive departments. These are the cabinet departments defined in 5 U.S.C. 101 and are listed in App. A.
 - (2) Wholly owned Government corporations. These are defined in 31 U.S.C. 9101 and are listed in App. A.
 - (3) Independent establishments in the executive branch of the Government. These are generally defined by 5 U.S.C. 104. However, it is often necessary to consult specific statutes, legislative histories, and other references to determine whether a particular establishment is within the executive branch. To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in App. A.
 - b. Other Federal agencies, mixed-ownership Government corporations, the District of Columbia, and qualified nonprofit agencies for the blind or other severely handicapped for use in making or providing an approved commodity or service to the Government. Subsection 201(b) of the Property Act authorizes the Administrator to provide GSA sources of supply and services to these organizations upon request. Subsection 211(b) authorizes the Administrator to provide motor pool/GSA Fleet vehicles and related services to Federal agencies, mixed-ownership Government corporations, and the District of Columbia.

(1) Other Federal agencies. These are Federal agencies defined in subsection 3(b) of the Property Act that are not in the executive branch of the Government, i.e., any establishment in the legislative or judicial branch of the Government (except the Senate, the House of Representatives, and the Architect of the Capitol and any activities under his direction). To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in App. B.

(2) Mixed-ownership Government corporations. These are identified in 31 U.S.C. 9101. They are listed in App. B.

(3) District of Columbia. The Government of the District of Columbia is eligible to use GSA sources of supply and services. The Government of the District of Columbia and those parts thereof that have been determined eligible to use GSA sources of supply and services are listed in App. B.

c. The Senate, the House of Representatives, and activities under the direction of the Architect of the Capitol. These organizations are eligible to use GSA sources of supply and services under subsection 602(e) of the Property Act, upon request. To the extent that GSA has determined that various activities qualify under this authority, they are listed in App. B.

d. Other organizations authorized under the authority of the Property Act. GSA has further determined under the Property Act that certain other types of organizations are eligible to use its sources of supply and services.

(1) Cost-reimbursement contractors (and sub-contractors) as properly authorized. Under section 201 of the Federal Property and Administrative Services Act of 1949, as amended, the Administrator determined that in order to promote greater economy and efficiency in Government procurement programs, contractors performing cost-reimbursement type contracts or other types of negotiated contracts, when the agency determines that a substantial dollar portion is of a cost-reimbursement nature, may be authorized to use GSA sources of supply. This authorization is reflected in Part 51 of the Federal Acquisition Regulation (FAR), which provides that agencies may authorize certain contractors (generally cost-reimbursement contractors) to use GSA sources of supply. In each case, the written authorization must conform to the requirements of FAR Part 51, Use of Government Sources by Contractors. Contractors are not eligible to obtain GSA city-pair contract airfares.

(2) Cost-reimbursement or fixed price contractors' use of GSA Fleet vehicles. Subpart 51.2 of the FAR states that, if it is in the Government's interest, a contracting officer may authorize a cost-reimbursement contractor to obtain, for official purposes only, GSA Fleet vehicles and related services. The FAR also states that Government contractors shall not be authorized to use GSA Fleet vehicles and related services for use in performance of any contract other than a cost-reimbursement contract, except as otherwise specifically approved by the Administrator. Accordingly, any request for use of GSA Fleet vehicles and related services by other than a cost-reimbursement contractor must be requested by the agency contracting officer and approved by GSA.

(3) Fixed-price contractors (and sub-contractors) purchasing security equipment. Under subsection 201(a) of the Property Act, the Administrator has determined that fixed-price contractors and lower-tier sub-contractors who are required to maintain custody of security classified records and information may purchase security equipment from GSA. Procedures for such acquisitions are set forth in FPMR 101-26.507.

(4) Non-Federal firefighting organizations cooperating with the Forest Service. Under section 201 of the Property Act, it has been determined that certain non-Federal firefighting organizations may purchase wildfire suppression equipment and supplies from the Federal Supply Service (FSS) (Article V, Agreement No. FSS 87-1, May 26, 1987).

(5) Tribes and Tribal Organizations. As provided in section 102(13) of Pub. L. 103-413 (the Indian Self-Determination Act Amendments of 1994), a tribal organization, when carrying out a contract, grant or cooperative agreement under the Indian Self-Determination and Education Assistance Act, is deemed an executive agency for purposes of subsection 201(a) of the Property Act. (25 U.S.C. § 450j(k)). Additionally, if the self-determination contract contains a provision authorizing interagency motor pool vehicles and related services, as provided in section 103 of the Indian Self-Determination Act Amendments of 1994, the tribe or tribal organization is eligible to use GSA Fleet vehicles and related services, if available. (25 U.S.C. § 4501) (Authorization to use GSA sources of supply under the authority cited in this paragraph does not include purchases for resale unless the contract, grant, cooperative agreement, or funding agreement authorizes such activity. Information on the authority for resale must be provided to GSA, and based on that information, GSA must concur.)

e. Other statutes. Other statutes authorize specific organizations to use GSA sources of supply and services. The organizations that have had eligibility reviews conducted and that have been determined eligible to use GSA sources of supply are listed in App. B or App. C, as appropriate. The major categories of such organizations include:

(1) Certain institutions. Pursuant to Pub. L. 95-355, the following activities are eligible to use GSA sources of supply and services and are listed in App. B:

(a) Howard University

(b) Gallaudet University

(c) National Technical Institute for the Deaf, and

(d) American Printing House for the Blind.

(2) Insular governments. As provided in section 302 of Pub. L. 102-247, (the Omnibus Insular Areas Act of 1992), the governments of American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands are eligible to use GSA sources of supply and services (48 U.S.C. § 1469e). These governments are listed in App. B.

(3) Entities authorized under the Foreign Assistance Act. Section 607 of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. 2357, provides that the President may authorize friendly countries, international organizations, the American Red Cross, and voluntary nonprofit relief agencies to use GSA sources of supply and services when determined consistent with and in furtherance of the international development goals of the Foreign Assistance Act. Entities determined eligible under this authority are included in App. C. Purchases made by such entities through GSA sources of supply and services must be for civilian use only.

(4) Non-appropriated fund activities. FPMR 101-26.000 provides that military commissaries and non-appropriated fund activities may use GSA sources of supply and services for their own use, not for resale, unless otherwise authorized by the individual Federal agency and concurred in by GSA.

8. Ineligible activities. Except for the acquisition of excess personal property through sponsoring agencies, Federal grantees are ineligible to use GSA sources of supply and services. In addition, a cost-reimbursement contractor cannot transfer procurement authorization to a third party leasing company to use GSA sources of supply and services, unless the leasing company has an independent authorization to use GSA contracts.

9. Travel. Activities or organizations seeking to use GSA sources of supply and services for travel/transportation related services must obtain a separate determination for the requested service(s). This is necessary to determine whether or not the requesting entity is eligible under the language of the specific contract(s); e.g., travel management center services, travel charge card services, and air passenger transportation.

10. Excess, surplus, and forfeited property. The eligibility of activities and organizations to obtain supplies and services through GSA's personal property utilization and disposal programs is governed by FPMR Parts 101-42 through 101-46, 101-48, 101-49, and not by this order.

11. Determination of eligibility. Activities or organizations other than those covered in the appendixes to this order may be eligible to use GSA sources of supply and services. Activities or organizations requesting an eligibility determination should submit their request to the Office of Governmentwide Policy, Attention: Office of Acquisition Policy (MV).

DAVID J. BARRAM
Administrator

Appendix A. 1 Executive Agencies

The following have been determined to be "executive agencies," or parts thereof, for the purpose of using GSA sources of supply and services. This list is not all-inclusive; other activities also may be eligible to use GSA sources, and GSA will rule on a case-by-case basis in response to requests received (see [par. 11](#)). Listed here are major Federal activities and their subordinate entities about which inquiries have been received.

African Development Foundation
Agency for International Development
Agriculture, Department of
Air Force, Department of
American Battle Monuments Commission
Armed Forces Retirement Home
Army Corp of Engineers
Army, Department of
Bonneville Power Administration
Bureau of Land Management
Central Intelligence Agency
Christopher Columbus Fellowship Foundation
Commerce, Department of
Commission on Civil Rights

Commission on Fine Arts
Commodity Credit Corporation
Commodity Futures Trading Commission
Consumer Products Safety Commission
Corporation for National Community Service
Defense, Department of
Defense agencies and Joint Service Schools
Defense Nuclear Facilities Safety Board
Education, Department of
Energy, Department of
Environmental Protection Agency
Equal Employment Opportunity Commission
Executive Office of the President
Export-Import Bank of U.S.
Farm Credit Administration
Federal Communications Commission
Federal Election Commission
Federal Maritime Commission
Federal Trade Commission
Forest Service, U.S.
General Services Administration
Government National Mortgage Association
Harry S. Truman Scholarship Foundation
Health and Human Services, Department of
Homeland Security, Department of
Housing and Urban Development, Department of
Institute of Museum and Library Sciences
Interagency Council on the Homeless
Inter-American Foundation
Interior, Department of the
International Boundary and Water Commission, United States Section
Justice, Department of
Kennedy Center
Labor, Department of
Madison, James, Memorial Fellowship Foundation
Merit Systems Protection Board
Morris K. Udall Foundation
National Aeronautics and Space Administration
National Archives and Records Administration
National Credit Union Administration (not individual credit unions)
National Council on the Handicapped
National Endowment for the Arts
National Endowment for the Humanities
National Labor Relations Board
National Railroad Passenger Corp. (AMTRAK)
National Science Foundation
National Transportation Safety Board
Navy, Department of
Nuclear Regulatory Commission
Nuclear Waste Technical Review Board
Occupational Safety and Health Review Commission
Office of Federal Housing Enterprise Oversight
Office of Personnel Management
Office of Special Counsel
Panama Canal Commission
Peace Corps
Pension Benefit Guaranty Corporation
Postal Rate Commission
Presidio Trust, the
Railroad Retirement Board
St. Elizabeths Hospital
Securities and Exchange Commission
Selective Service System
Small Business Administration
Smithsonian Institution

Social Security Administration
State, Department of
Tennessee Valley Authority
Trade and Development Agency
Transportation, Department of
Treasury, Department of
U.S. Arms Control and Disarmament Agency
U.S. Information Agency
U.S. International Development Cooperation Agency
U.S. International Trade Commission
U.S. Postal Service
Veterans Affairs, Department of

Appendix B. 1 Other eligible users

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and C. An asterisk indicates that special limitations apply. This list is not all-inclusive; other activities also may be eligible to use GSA sources. GSA will rule upon eligibility on a case-by-case basis in response to requests received (see [par. 11](#)).

Administrative Conference of the U.S.
Administrative Office of the U.S. Courts
Advisory Commission on Intergovernmental Relations
Advisory Committee on Federal Pay
American Printing House for the Blind
American Samoa, government of
Architect of the Capitol
Architectural and Transportation Barriers Compliance Board
Bank for Cooperatives
Certain non-appropriated fund activities (generally, not for resale)
Coast Guard Auxiliary (through the U.S. Coast Guard)
Committee for Purchase from the Blind and other Severely Handicapped
Contractors and subcontractors - cost reimbursement (as authorized by the applicable agency's contracting official)
Contractors and subcontractors - fixed price (security equipment only when so authorized by the applicable agency's contracting official)
Courts, Federal (not court reporters)
Delaware River Basin Commission
District of Columbia, Government of
Farm Credit Banks
Federal Deposit Insurance Corporation
Federal Home Loan Banks
Federal Intermediate Credit Bank
Federal Land Bank
Federal Reserve Board of Governors
Firefighters, Non-Federal (as authorized by the Forest Service, U.S. Department of Agriculture)
Gallaudet University
Government Printing Office
Guam, government of
Harry S. Truman Scholarship Foundation
House of Representatives, U.S.
Howard University (including hospital)
Japan-United States Friendship Commission
Land Grant Institutions*
Legal Services Corporation (not its grantees)
Library of Congress
Marine Mammal Commission
Medicare Payment Advisory Commission
National Bank for Cooperatives (CoBank)
National Capital Planning Commission
National Gallery of Art

National Guard Activities (only through U.S. Property and Fiscal Officers)
National Technical Institute for the Deaf
Navajo and Hopi Indian Relocation Commission
Neighborhood Reinvestment Corporation
Northern Mariana Islands, Commonwealth, government of
Senate, U.S.
Stennis, John C., Center for Public Service Training and Development
Susquehanna River Basin Commission
U.S. Institute of Peace
U.S. Representative, Office of Joint Economic Commission
Virgin Islands, government of (including Virgin Islands Port Authority)
Washington Metropolitan Area Transit Authority (METRO)

* as cost-reimbursement contractors.

Appendix C. 1 International Organizations

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and B. This list is not all-inclusive; other activities may also be eligible to use GSA sources. Also, as stated in par. 7e.(3), certain entities may be eligible to use only specific GSA sources and/or services. GSA will rule upon the eligibility of activities on a case-by-case basis in response to requests received (see [par. 11](#)).

African Development Fund
American Red Cross
Asian Development Bank
Caribbean Organization
Counterpart Foundation, Inc.
Customs Cooperation Council
European Space Research Organization
Food and Agriculture Organization of the United Nations
Great Lakes Fishery Commission
Inter-American Defense Board
Inter-American Development Bank
Inter-American Institute of Agriculture Sciences
Inter-American Investment Corporation
Inter-American Statistical Institute
Inter-American Tropical Tuna Commission
Intergovernmental Maritime Consultative Organization
Intergovernmental Committee for European Migration
International Atomic Energy Agency
International Bank of Reconstruction and Development (WORLD BANK)
International Boundary Commission-United States and Canada
International Boundary and Water Commission-United States and Mexico
International Center for Settlement of Investment Disputes
International Civil Aviation Organization
International Coffee Organization
International Cotton Advisory Committee
International Development Association
International Fertilizer Development Center
International Finance Corporation
International Hydrographic Bureau
International Institute for Cotton
International Joint Commission-United States and Canada
International Labor Organization
International Maritime Satellite Organization
International Monetary Fund
International Pacific Halibut Commission
International Pacific Salmon Fisheries Commission-Canada
International Secretariat for Volunteer Services
International Telecommunications Satellite Organization
International Telecommunications Union

International Wheat Council
Lake Ontario Claims Tribunal
Multinational Force and Observers
Multinational Investment Guarantee Agency (MIGA)
North American Treaty Organization (NATO)
Organization of African Unity
Organization of American States
Organization for Economic Cooperation and Development
Pan American Health Organization
Radio Technical Commission for Aeronautics
South Pacific Commission
United International Bureau for the Protection of Intellectual Property
United Nations
United Nations Educational, Scientific, and Cultural Organization
Universal Postal Union
World Health Organization
World Intellectual Property Organization
World Meteorological Organization
World Tourism Organization