

Federal Supply Schedule

874
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MOBIS

Management, Organizational and Business Improvement Services



Multiple Award
Variable Contract Periods
20 Years from Date of Award

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Summary of Services

What Does “MOBIS” Mean?

Management, Organizational and Business Improvement Services (MOBIS) is a Federal Supply Schedule offered to Federal agencies by GSA to provide them with a streamlined procurement device to access management services for the implementation of quality management and other related system change processes.

Contractors who are placed on this Schedule possess a thorough knowledge of quality management theory and practice and have demonstrated that they are capable of providing expert assistance to federal activities.

This Schedule is intended to provide Federal Agencies with a wide range of services including the following major elements of the President's Quality Award and the Baldrige Award criteria:

- Top management leadership
- Strategic planning of the implementation process
- Focus on the customer
- Employee training and recognition
- Employee empowerment and teamwork
- Measurement and analysis
- Quality assurance
- Quality and productivity improvement results

Agencies placing orders against the MOBIS Federal Supply Schedule are reminded that there is no need to seek further competition beyond the list of Schedule contractors, synopsise requirements, or make determinations of fair and reasonable pricing. Agencies are not required to, but may at their discretion, set aside acquisitions for small business. The Management Services Center has already done the legwork for you. Agencies save time and money when they use GSA Federal Supply Schedules. We take the stress out of the acquisition process so you can focus on your agency's mission.

What is a Federal Supply Schedule or Multiple Award Schedule?

A Multiple Award Schedule consists of contracts that GSA's Federal Supply Service has negotiated with a number of qualified companies for a group of related services and/or products to be delivered directly to the customer. The terms Federal Supply Schedule and Multiple Award Schedule are often interchangeable. Schedule contracts are awarded to companies supplying the same types of items - in this case, management consulting, project management, ADR, facilitation, and training services - at varying prices. All you have to do is review the features and prices of the service you need, determine the best value for your agency, and place your order.



Advantages of Federal Supply Schedules

- Easy Access to Commercially Available Services
- Volume Discount Pricing
- Wide Selection of Contractors
- Multiple Awards for varying requirements
- Establish Blanket Purchase Agreements (BPAs) and negotiate even better pricing
- Contractor/Customer direct relationship
- Schedule orders count toward small business goals
- FBO synopsis is NOT required (Federal Supply Schedules are already synopsisized on the Federal Business Opportunities (Fedbizopps) website.)
- CICA (Competition in Contracting Act) requirements have been met (see FAR 6.102 (d)(3)) when a minimum of 3 Schedule contractors are contacted
- Prices have been determined to be fair and reasonable
- In most instances, the Government credit card can be utilized when placing orders
- New services are continually made available
- Maximum order limitations have been removed
- Maximum order renegotiation level recommended for better pricing
- Ease of Ordering



Who Can Use Schedules?

The following organizations by law are allowed to use Federal Supply Schedules.

- All Federal agencies and activities in the executive, legislative and judicial branches.
- Mixed ownership Government corporations (as defined in Government Corporation Control Act, such as the U.S. Postal Service).
- The Government of the District of Columbia.
- Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.

Geographic Coverage

The MOBIS Schedule can be used worldwide by all Federal agencies and authorized users noted above.

How To Review Offerings and Prices

This booklet lists all the categories of services and products on the Management, Organizational and Business Improvement Services (MOBIS) Schedule, with their Special Item Numbers (SINs) and brief descriptions. It does not, however, list the contractors.

You have several options for obtaining contractor information and prices. You can go to our Schedules E-Library web site at <http://www.gsa.gov/elibrary> and search by Schedule number, SIN or key word. If you don't have access to the Internet, you may also call 1-800-241-7246 (RAIN) for assistance.

Contractor information is available on GSA's on-line shopping service, *GSA Advantage!*[®]. You may access *GSA Advantage!*[®] on the Internet at <http://www.gsaadvantage.gov>.

Ordering Procedures Have Become Easier Than Ever

Streamlined acquisition procedures make ordering your services and products simple and convenient.

- Simplified Ordering
- Best Value Determination
- Maximum Order Provisions
- Blanket Purchase Agreement
- Contractor Teaming Arrangements
- Price Reductions
- Online Ordering Through *GSA Advantage!*[®]
- Government Purchase Card Acceptance
- Expedited Delivery

You'll find all these streamlined procedures and more described in this booklet.

Scope of Contract

Summary of MOBIS Services and Products

The MOBIS Schedule encompasses Management, Organizational and Business Improvement efforts that will improve the performance, quality, timeliness and efficiency of services provided by the Federal government.

These services will facilitate agencies' response to dynamic, evolutionary influences and mandates and will enable them to continuously improve mission performance. Some examples of these influences and mandates are the Government Performance and Results Act; Government reinvention initiatives such as improving customer service, benchmarking and streamlining; strategic sourcing; downsizing; and privatization.

The contracts covered by this Schedule provide services and/or products to support agencies in the implementation and continuation of management, organizational and business improvement efforts. Examples include: quality management; business process reengineering; strategic and business planning; benchmarking; strategic sourcing; ISO 9000 and ISO 14000; activity-based costing; financial management analysis related to an improvement effort; statistical process control; surveys; individual and organizational assessments and evaluations; process improvements; process modeling and simulation; performance measurement; organizational design; change management; development of leadership/management skills; and training in improving customer service and satisfaction.

Services Outside the Scope of Contract

Examples of services that are not appropriate for purchase under this Schedule include, but are not limited to: financial audits; performance of operational activities; purchase of automated data processing (ADP) hardware, purchase of ADP software development not specifically related to an improvement effort, and Alternative Dispute Resolution in support of EEO.



Support to be Provided by the Government

Contractors shall have access within reasonable limits to:

- A.** Government publications; archival materials; videotape; film, photo and graphic art repositories; and Governmental employees as necessary and appropriate to satisfy the contractor's information requirements in completing project work.
- B.** Managers and employees within agencies where work is being performed, that are essential to carrying out contractual obligations; one or more subject-matter experts to advise and assist the contractor with respect to technical aspects or operating systems selected for training or quality and productivity improvement; physical support for carrying out work, such as room space, utilities drawn from existing sources, currently available instructional equipment such as computer terminals and audiovisual display devices when such use does not conflict with the controlling organization's operational Schedule.
- C.** Technical reference material not subject to Privacy Act restrictions.

Blanket Purchase Agreements Are an Easy, Streamlined, Smart Way to Buy

Blanket Purchase Agreements offer a direct and highly flexible purchasing option. Take advantage of this easy-to-use, versatile mechanism to meet your recurring equipment, software and services needs. It makes great business sense.

“How Do I Set Up a BPA?”

It's surprisingly uncomplicated and requires very little contract administration time. You simply need to:

- Define your agency requirement.
- Estimate your quantities and delivery requirements.
- If your BPA estimate exceeds \$2,500, follow FAR 8.4 ordering procedures—click on *GSA Advantage!*® or look at three Schedule price lists. If your estimate exceeds the maximum order threshold, look at additional price lists and be sure to seek price reductions.
- If your BPA is inclusive of IT professional services, follow the new ordering procedures outlined in full text on pages 26 and 27.
- Once your “Best Value” selection is complete, you and the contractor(s) sign the BPA.
- Review the BPA at least annually to ensure that it remains a best value for your agency.

A Single BPA or Multiple BPAs?

In general, you should establish a single BPA when you can clearly define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for the tasks or services to be ordered. When multiple BPAs are in order, be sure to determine, before you establish the BPAs, which contractors can meet any necessary technical qualifications. Then be sure to follow the procedures enumerated in the section called “Detailed Information about Ordering from Schedules”.

MOBIS Services and Products

SIN 874-1 Consulting Services

Contractors shall provide expert advice, assistance, guidance or counseling in support of management, organizational and business improvement efforts. This may also include studies, analysis and reports documenting any proposed developmental, consultative or implementation efforts. Examples of consultation include:

- strategic, business and action planning
- systems alignment
- cycle time
- process and productivity improvement
- organizational assessments
- high performance work
- leadership systems
- performance measures and indicators
- program audits and evaluations

SIN 874-2 Facilitation Services

Contractors shall provide facilitation and related decision support services to agencies engaging in collaboration efforts, working groups or integrated product, process or self-directed teams. Agencies bringing together diverse teams and/or groups with common and divergent interests may require a neutral party to assist them in:

- the use of problem solving techniques
- resolving disputes, disagreements and divergent views
- defining and refining the agenda
- convening and leading large and small group briefings and discussions
- providing a draft for the permanent record
- recording discussion content and focusing decision-making
- debriefing and overall planning



SIN 874-3 Survey Services

Contractors shall provide expert consultation, assistance and deliverables associated with all aspects of surveying within the context of MOBIS. Contractors shall assist with, and/or perform all phases of the survey process to include:

- planning survey design
- defining and refining the agenda
- administering surveys using various types of data collection methods as appropriate
- sampling; survey development
- database administration
- analysis of quantitative and qualitative survey data
- pretest/pilot surveying
- assessing reliability and validity

Production of reports to include:

- description and summary of results with associated graphs, charts and tables
- description of data collection and survey administration methods
- discussion of sample characteristics and representativeness of data
- analysis of non-response
- briefing of results to include discussion of recommendations and follow-up actions



SIN 874-4 Training Services

Contractors shall provide off-the-shelf, or customized off-the-shelf training packages under this SIN to meet specific agency needs related to management, organizational and business improvement services, such as:

- customer service
 - team building
 - performance measurement
 - business process reengineering
 - strategic planning
 - process improvement
 - performance problem-solving
 - ISO 9000 and ISO 14000
 - statistical process control
 - quality management
 - benchmarking
 - change management
 - customization of off-the-shelf training
- can be done by modifying the following:
- workbooks
 - training manuals
 - overhead transparencies
 - computer based training
 - videotapes
 - advanced presentation media



SIN 874-5 Support Products

Support products are those items used in support of services offered in SINs 1 through 4 and 6. They could include:

- workbooks
- training manuals
- slides
- state-of-the-art computer based training
- CD-ROMs
- audio cassette tapes
- videotapes
- overhead transparencies
- assessment/survey instruments
- advanced presentation media



SIN 874-6 Privatization Support Services and Documentation (A-76)

Contractors shall provide expert advice, consultation, assistance and documentation in support of studies conducted under OMB Circular A-76 or other privatization/commercial activities studies, projects or efforts. These services may include:

- strategic, tactical and operational level planning support
- initial study planning
- development of Performance Work Statements (PWS)
- development of in-house Government cost estimates
- development of Quality Assurance Surveillance Plans (QASP)
- administrative appeal process support
- comparison of in-house bids to proposed Interservice Support Agreement (ISSA) prices
- performance of management studies to determine the Government's Most Efficient Organization (MEO)

SIN 874-7 Program Integration and Project Management Services

Contractors shall provide services to manage and integrate various management and business improvement programs and projects that may or may not be the result of MOBIS recommendations to a Federal activity. These services may include:

- projects internal to or between Federal agencies
- project management that connects and maintains liaison between multiple contractors
- monitoring of multiple projects



SIN 874-8 Alternative Dispute Resolution (ADR) Services

Contractors shall provide expert services in the support of agency Alternative Dispute Resolution (ADR) programs both formal and informal. ADR in support of Equal Employment Opportunity (EEO) disputes are specifically excluded and is covered under a separate GSA Federal Supply Schedule. These services could include:

- facilitated, preventive, fact-finding, advisory, or imposed ADR
- ombudsmen
- negotiated rule-making
- special masters
- early neutral evaluation
- non-binding arbitration
- mediation
- partnering
- joint problem solving
- magistrates, private judging
- binding arbitration
- conciliation
- consensus building
- neutral experts
- summary jury trials, mini-trials

SIN 874-99 Introduction of New Services

This is the vehicle for the introduction of procedures or products existing in the commercial market that are being developed, improved or have not yet been introduced to the Federal Government or are not currently available under any GSA contract.



How to Use This Schedule

The services that have been awarded under this Schedule are listed in the "Scope of Contract" section. To find out how to locate the contractor for a particular service, look under the "Contractors" section in this publication. This section tells you how to find the contractor's ordering address, telephone number, and contract number and contract effective date. Consult the contractor's catalog or price list for more detailed ordering information, such as:

- maximum order renegotiation level
- geographic coverage (delivery area)
- contract price or discount
- quantity discounts
- prompt payment terms
- commercial delivery terms
- expedited delivery
- ordering address(es)
- payment address(es)
- warranty provisions



Ordering Information

Orders under \$2500

Prepare a Statement of Work of your choice and place your order directly with the contractor that best meets your needs.

Orders over \$2500

To ensure a "Best Value" determination is made, as required by FAR 8.404:

- Prepare a Statement of Work
- Send a Request For Quotes to at least 3 contractors
- Review Schedule contractor quotes received
- Consider price, plus administrative costs
- Select the contractor who provides you the "Best Value"
- Place your order directly with the contractor

How Do I Pay?

Agencies may make payments for oral or written delivery orders by using the Government purchase card when the contractor identifies this option in the catalog or price list.

"Government purchase card" means the uniquely numbered credit card issued under the Single Award Federal Supply Schedule IG 615, or replacement contracts. The Government-wide purchase card service allows individual Government employees to pay for official Government purchases.

Relevant terms and instructions for use of the Government purchase card are contained in the aforementioned Schedule and within your agency's written internal operating procedures.



The contractor shall not process a transaction for payment through the purchase card clearinghouse until the purchased supplies have been shipped or services have been performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

GSA Advantage!®

<http://www.gsaadvantage.gov>

This on-line electronic ordering system allows customers to search for products, review delivery options and place orders.

If you need more information or assistance contact:

mobis@gsa.gov
1-800-241-7246 (RAIN)

Maximum Order Renegotiation Level

If the "best value" selection places your order over the Maximum Order Renegotiation Level of \$1,000,000, you have an opportunity to obtain a better Schedule contract price. Before placing your order, contact the contractor to ask for a better discount price.

The contractor may:

1. offer a new lower price for this requirement;
2. offer the lowest price available under the contract; or
3. decline the order within five days.

A delivery order that exceeds the level may be placed with the contractor selected in accordance with ordering provisions provided herein. The order will be placed under the Schedule contract.

The minimum order that an agency can place under this contract is \$300.00. The maximum order renegotiation threshold



for an agency placing orders under this contract is \$1,000,000 for all Special Item Numbers (SINs). If your order exceeds \$1,000,000, we encourage you to seek further price reductions with the service provider. This level acts as a trigger device for ordering agencies to request better pricing and terms. There is no maximum value for individual task orders.

Other Price Reductions

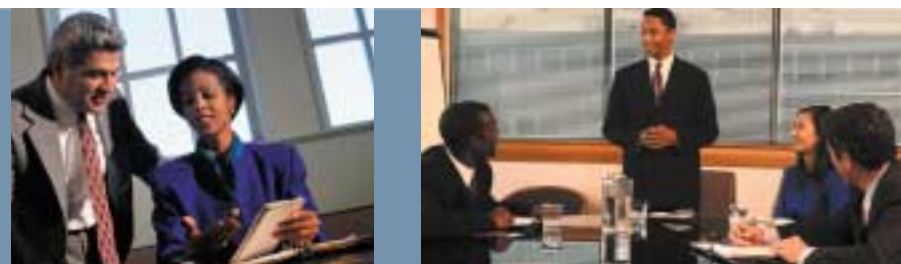
There may be circumstances when a customer agency finds it advantageous to request a price reduction, such as where the quantity of an individual order clearly indicates the potential for obtaining a reduced price. Customer agencies that obtain a further price reduction may still place these orders against the Schedule contract. MAS contractors will not be required to pass on to all Schedule users a price reduction extended only to an individual agency for a specific order.

Blanket Purchase Agreements

Federal Supply Schedule contracts contain BPA provisions to maximize your administrative and purchasing savings. This feature permits Schedule users and contractors to set up “accounts” to fill a “requirement.” These accounts establish a period for the BPA and generally address issues, such as frequency of ordering and invoicing, authorized callers, discounts, delivery locations and time. Agencies may qualify for the best quantity or volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under the BPA. Finally, contractors may be open to progressive discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be especially useful with the new Maximum Order feature. See pages 31-33 for a suggested format for customers to consider when using this purchasing tool.

Incidental items

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule BPA or the individual task/delivery order if the items are clearly labeled as such on the order, all application acquisition regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market items.



Organizational Conflicts of Interest

A. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

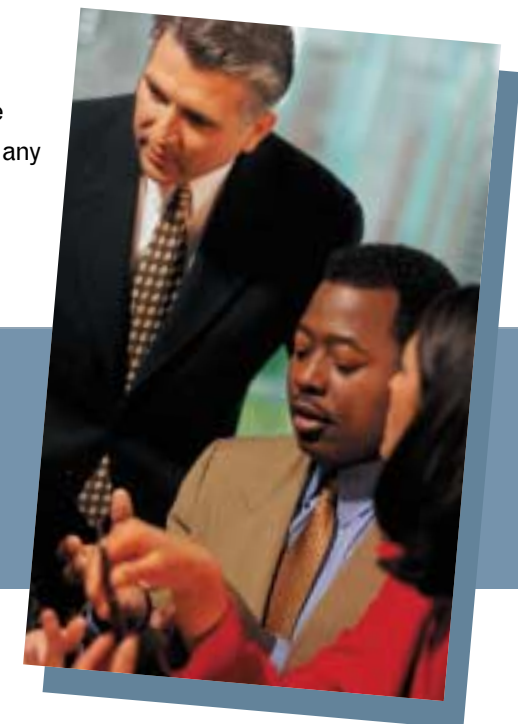
“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- B.** To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractor, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against Schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the Schedule contract. Examples of situations, which may require restrictions, are provided in FAR 9.508.

Approval of Subcontracts

The ordering activity may require that the Contractor receive, from the ordering activity’s Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.



Detailed Information about Ordering from Schedules

The following ordering procedures were developed to assist our customer agencies in the purchase of services that are priced at hourly rates.

Procedures for services priced on GSA Schedules at hourly rates.

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures **take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3)**.

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 — Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

A. When ordering services, ordering offices shall-

1. Prepare a Request (Request for Quote or other communication tool):

- a. A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
- b. The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials quote may be requested. The firm-fixed price shall be based on the prices in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other direct charges related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
- c. The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

- d. The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses.

2. Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

- a. The request shall be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
- b. For proposed orders exceeding the maximum order threshold, the request shall be provided to an appropriate number of additional contractors that offer services that will meet the agency's needs.
- c. In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
- d. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

3. Evaluate Responses and Select the Contractor to Receive the Order:
After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

B. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall –

1. Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
 - a. **SINGLE BPA:** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
 - b. **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical

Detailed Information about Ordering from Schedules *cont.*

qualifications before establishing the BPAs. When establishing multiple BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the BPA holder that represents the best value.

2. Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

C. The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

D. When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

E. The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

F. Definitions:

1. Task Request: An agency request to provide the products and services similar to those described in the contract tailored to the agency's requirement. The task request will include, at a minimum, a performance work statement for a particular requirement or project from an ordering agency that clearly specifies all tasks to be performed and products to be delivered under the task order; and ask for written or oral proposals from contract awardees. The task request is NOT an actual task order – it is a request for proposals from the Federal Supply Schedule Contractors.

2. Task Order Proposal: The contractor's bona-fide proposal describing how it intends to accomplish the agency's requirements stated in the task request and at what price.

3. Task Order: An agency's written order to provide the products and services at the negotiated price. The task order will include, SINS/skill categories, hours/unit, price, period of performance, GSA contract number and ordering agency task order number.

G. All costs associated with the marketing, development, proposal preparation, presentation, submission and negotiation in response to any task request or task order shall be at the Contractor's expense. All travel costs associated with the task order process shall be borne by the Contractor.

H. License Agreements/Fees. Licensing fees may be offered to users, but they are to be negotiated with users separately outside of this Schedule. GSA will not negotiate or award licensing fees of any type.

I. Time of Delivery: Work on task orders shall begin at a time mutually agreed to by the contractor and the agency ordering the services and/or products. Completion of performance and delivery of receivables shall be in accordance with the delivery Schedule established by the contracting officer of the ordering agency in the task order.

J. Inspection/Acceptance: Schedule contractors shall only tender for acceptance those items that conform to the requirements of their contracts. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government will require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. The Government will exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

K. Commercial Item Warranty: The Contractor warrants and implies that the items delivered are merchantable and fit for use for the particular purpose described in the contract.

NOTE: Agencies should review contractors' catalogs or price lists for unique contract warranties.

L. Changes: Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

M. Excusable Delays: Schedule contractors are liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God

or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Contractors are to notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence. Contractors shall also notify the contracting officer of the ordering activity in writing as set forth above when service is expected to be delayed.

N. Cancellation for the Government's Convenience: The Government reserves the right to cancel any Schedule contract, or any part hereof, for its sole convenience. In the event of such cancellation, a contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of cancellation, plus reasonable charges the contractor shall demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the cancellation. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

O. Cancellation for Cause: The Government will cancel a contract, or any part hereof, for cause in the event of any

Detailed Information about Ordering from Schedules cont.

default by a contractor, or if a contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of cancellation for cause, the Government shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly canceled this contract for default, such cancellation shall be deemed a cancellation for convenience.

P. Patent Indemnity: Contractors shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

NOTE: Some Schedule contractors' patent indemnity clauses may vary slightly. Refer to contractor's catalog/price lists for variations.

Q. Payments: Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in the Schedule contracts. The Government shall make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government will make payment in accordance with the clause FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

R. Method of Payment:

1. Payment Options. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

2. Imprest Funds. The Contractor agrees to accept cash payment for purchases made under the terms of the contract in conformance with Federal Acquisition Regulation (FAR) 13.404.

S. Advance or Interim Payments: Ordering agencies are to note that FAR 32.202-1 outlines that it is the responsibility of the contractor to provide all resources needed for performance of a contract. For purchase of commercial items – and MOBIS is a commercial item acquisition – that the financing of the contract is normally the contractor's responsibility. Please refer to FAR 32.2 for information regarding "commercial advance payment", "commercial interim payment" and "delivery payment", and for advisory and approval guidance.

T. Labor Hour Task Orders: The preferred type of task order to be placed against contracts under this Schedule is firm-fixed price. Labor hour task orders are permitted 1) if it is not possible when placing the order to estimate accurately the extent or duration of the work as outlined in FAR 16.6; and 2) if the Schedule contractor is designated as being able to accept labor hour task orders (see Refer to the "Contractors" section at the back of this Schedule for the contractor's designation of "LH").

U. Organizational Conflict of Interest: Ordering agencies are to note that FAR 9.5 outlines that organizational conflicts of interest are more likely to occur in contracts involving consultant or other professional services. Please refer to FAR 9.5 for definitions, applicability, and contracting officers' responsibilities.

V. Oral Presentations: Ordering agencies are encouraged to use oral presentations as a means to streamlining their acquisition of complex requirements through this Multiple Award Schedule. Oral presentations can save time, staff resources, and money. For excellent guidelines concerning oral presentation as presented by the Procurement Executives Association, see the following Internet website: <http://www.pr.doe.gov/oral.html>.



Contractor Team Arrangements

Federal Supply Schedule contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules.

Contractor Team Arrangements and Federal Supply Schedules

In the spirit of the Federal Acquisition Streamlining Act (FASA), all Federal agencies have been encouraged to facilitate innovative contracting/acquisition approaches. FAR 1.102 provides the following Guiding Principles on the objectives of the Federal Acquisition System and what the system will achieve:

- Satisfy the customer (cost, quality, and timeliness of delivery)
- Maximize use of commercial products and services
- Consider contractor's past performance
- Promote competition
- Minimize administrative costs
- Conduct business with integrity, fairness and openness
- Fulfill public policy objectives

The Federal Supply Schedule program is a resource customers may use to achieve what the system has outlined for Acquisition Teams to follow.

Each member of the Acquisition Team is to exercise personal initiative and sound business judgment and is responsible for making acquisition decisions that

deliver the best value product or service to meet the customers needs. FAR 1.102-4 further empowers Government Acquisition Team members to make acquisition decisions within their areas of responsibility including selection, negotiation, and administration. The contracting officer has the authority to the maximum extent practical, to determine the applications of rules, regulations, and policies.

In light of these changes, Federal Supply Schedule customers may refer to FAR 9.6 (Contractor Team Arrangements). The policy and procedures outlined in this subpart will provide more flexibility and allow innovative acquisition methods when using Federal Supply Schedules. Customers are encouraged to review this section and should note that the use of Contractor Team Arrangements are permissible after contract award. Contractor Team Arrangements, combined with the Federal Supply Schedules Program, provide Federal customers with a powerful commercial acquisition strategy.

Basic Guidelines for using "Contractor Team Arrangements"

Federal Supply Schedule contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to customer agency requirements.

These Contractor Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts. Orders under a Contractor Team Arrangement are subject to terms and conditions of the Federal Supply Schedule contracts.

Participation in a Contractor Team Arrangement is limited to Federal Supply Schedule contractors.

Here is a general outline on how it works:

- The customer identifies the requirements .
- Federal Supply Schedule contractors may individually meet the customers needs, OR Federal Supply Schedule contractors may submit a Schedule Contractors "Team Solution" to meet the customer's requirements.
- The customer makes a best value selection.

For more information contact:

INTERNET ADDRESS: mobis@gsa.gov
CALL 1-800-241-7246 (RAIN)

Contractor Award Information

<http://www.gsa.gov/elibrary>

For a listing of the very latest contract award information, you can click on the above website and then click on "Schedules E-Library". You can search the E-Library by SIN, Contractor, Contract Number, Schedule Number or by a key word.

We have also set up a temporary information site to augment the E-Library. It is located at <http://fss.gsa.gov/mgmtservices>. Select GSA MOBIS to view the MOBIS contractor list for service specialties or a specific contractor by geographical location, until such time that *GSA Advantage!*® is fully operational for services. It is provided for your convenience to ease your contractor search and will be updated periodically. It does not, however, nor was it ever intended to replace any contracting requirements.

At either website, when you get to the Schedule you want, you'll see the list of SIN's and the Contractors listed below each SIN. When the contractor's Internet address is available, it will be shown, and you can use it to link to the website.

The E-mail address, if available, will enable you to E-mail the Contractor for price lists or any other contract information.

If you don't have access to the Internet, you can get a list of the current contractors by completing the form at the back of this publication and faxing it to: (253) 931-7111.

Some of the contractor information that will be supplied is:

Business size and minority business enterprise indicators: "s" for small business, "o" for other than small business, "a" for minority business enterprises, "b" for other than minority business enterprises, "sd" for small disadvantaged business, "8(a)" for small businesses or small disadvantaged business concerns subcontracting with the Small Business Administration, "w" for woman owned, "v" for veteran owned, "d" for disabled owned, and "l" for labor surplus concern.

Labor hour task orders indicator: "LH" for contractors approved to accept labor hour task orders and firm-fixed price task orders; "FFP" for contractors approved to accept firm-fixed price task orders only.

Security clearance indicator: "SC" for contractors who have indicated at least one employee with a background security clearance of any level.

Contract number, contract effective date, and Special Item Numbers (SINs) awarded.

Point of contact, telephone and facsimile numbers.

Points of Contact

For Further Assistance:

General Services Administration
Federal Supply Service
Management Services Center
1-800-241-RAIN (7246)

Need More Schedules?

For Copies of Schedules:

Ordering activities requesting copies of Schedules should contact:

General Services Administration
Centralized Mailing List Service (7FM-CMLS)
501 Felix Street
PO Box 6477
Ft. Worth, TX 76115
(817) 334-5215
FAX: (817) 334-5561
Internet e-Mail Address: cmls@gsa.gov

Federal Supply Schedule Websites

Visit GSA on-line!

<http://www.fss.gsa.gov/schedules>

Visit the Management Services Center at:

<http://www.fss.gsa.gov/mgmtservices>

How To Get Contracting Assistance

GSA Contacts:

U.S. General Services Administration
Federal Supply Service (10FTM), Rm 2757
Management Services Center
400 15th Street SW
Auburn, WA 98001-6599
Email: mobis@gsa.gov or Call 1-800-241-7246 (RAIN)

Helpful Information

Related Products and Services

The following products and services are some which agencies have commonly needed at the same time the MOBIS Schedule is used. These are provided for your convenience when requirements are such that contractor teaming or multiple contract purchases would benefit your activity. The Schedules can be reviewed through the on-line GSA E-Library located at www.gsaelibrary.gsa.gov.

Schedule #	Title
70	Computer Hardware, Software, IT Professional Services, Telephone Equipment, Communications Security Equipment, Teletype and Facsimile Equipment, Radio Equipment, Maintenance and Repair Services and Training
874V	Logistics Worldwide (LOGWORLD)
871	Professional Engineering Services (PES)
520	Financial and Business Solutions (FABS)
871 11	Energy Services
899	Environmental Services

Typical Federal Supply Classification (FSC) Codes

While the full wide range of Federal Supply Classification (FSC) codes can be used when services and products are ordered from this Schedule, using North American Industry Classification System (NAICS) Code 541611 in conjunction with your chosen FSC is most applicable and typical for contract report procedures.

This information is not intended to cover all the possibilities, but represents the major code to assist your activity in its acquisition process.

Sample Forms

Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act _____ (Agency) _____ and _____ (Contractor) _____ enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items and services from the General Service Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: searching for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Contractor Team Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

_____	_____	_____	_____
Agency	Date	Contractor	Date

VICTORY OVER RED TAPE

BPA NUMBER _____

(Customer Name)
Blanket Purchase Agreement

Pursuant to GSA Federal Supply contract number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency) _____.

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

Special Item Number	Special BPA Discount/Price
----------------------------	-----------------------------------

2. Delivery:

Destination	Delivery Schedule/Dates
--------------------	--------------------------------

3. The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

4. This BPA does not obligate any funds.

5. This BPA expires on _____ or at the end of the contract period, whichever is earlier

6. The following office(s) is (are) hereby authorized to place orders under this BPA

Office	Point of Contact
---------------	-------------------------

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX or paper.

8. Unless otherwise agreed to, delivery tickets or sales slips containing the following information as a minimum must accompany all deliveries under this BPA:

- a Name of contractor
- b Contract number
- c BPA number
- d Special Item Number
- 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 shipment

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.

***IMPORTANT** - A new feature to the Federal Supply Schedules Program permits contractors to offer price reductions in accordance with commercial practice. Contractor Team Arrangements are permitted with Federal Supply Schedule contractors in accordance with FAR Subpart 9.6.

Request for Contract Award Information

Customers requesting contract award information (i.e., List of Contractors) should fill in the following information.

Fax the request to: (253) 931-7111

Customer Name _____

Fax Number/Mailing Address

Contract Award Information Requested For:

Federal Supply Schedule Number: _____

Or

Special Item Number: _____

Or

Item Description: _____



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Administration**

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Fort Worth, TX 76115

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