



FedSource[®]
Work Federal. Think Private.

Ordering Guide



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Introduction

Who We Are

FedSource is a franchise fund business activity established by Congress under the Government Management Reform Act of 1994, Public Law 103-356 to foster competition and creativity in government. Our mission is to provide government-to-government support on a competitive, fully cost-reimbursable basis.

FedSource operates under the franchise granted to the U.S. Department of the Treasury. We have a diversified portfolio of ready to use, multiple award contracts with high-quality business partners.

Federal agencies may access these unique contract vehicles through one of our operations offices. Our operations offices provide assisted services in the form of client interface and support, task order issuance, financial, and project management.

All Department of Defense requirements will be processed in compliance with Public Law 107-107, Sec. 803, Competition Requirement for Purchase for Services Pursuant to Multiple Award Contracts.

Objective

It is our goal to build a compliant business relationship that requires cooperation and commitment by all parties. This ordering guide is intended to help requiring activities in the use of FedSource services. These contracts are multiple award indefinite delivery, indefinite quantity, and cover a variety of areas to include:

- (A) Administrative/Clerical Services
- (B) Medical/Scientific Services
- (C) Engineering Services
- (D) Professional/Technical Services
- (E) Homeland Security/Agency Safety & Security Services
- (F) Employee Assistance
- (G) Information Technology Services
- (H) Digital Copiers/Multi-Function Devices/Document Automation
- (I) Financial Management & Auditing Services

Additional information may be found on our web site at www.fedsource.gov.

Roles and Responsibilities

The following is a summary of the roles and responsibilities for the primary organizations involved in the FedSource task order process.

Bureau of the Public Debt.

- Serves as the Procuring Contracting Office (PCO) for all FedSource contracts. The PCO has overall contractual responsibility for all FedSource contracts. All orders issued are subject to the terms and conditions of the contract. The contract takes precedence in the event of conflict with any order.

FedSource Acquisition Center.

- Provides advice and guidance to FedSource Operations Offices and contractors regarding task order scope, contract terms and conditions, acquisition regulation requirements, and policies.
 - Determine if customer requirement is within the scope of the FedSource contract
 - Incorporates any unique terms and conditions required and identified by the customer
 - Comply with DOD competition requirement outlined in Section 803 of the 2002 NDAA.
- Awards task orders.
- Approves and issues task order modifications.

FedSource Operations Office.

- Serves as the main point of contact for requiring activities, ensuring the requiring activity understands how FedSource can best help to meet their requirements.
 - Asks for unique terms and conditions that apply to the customer requirement.
- Performs the functions of Program Manager (PM) for all FedSource task orders.
- Serves as the Contracting Officer's Technical Representative (COTR).
- Performs post-award task order administration by reviewing contractor status reports and invoices monthly (copies provided to customer).

- Ensures documents are completed and that appropriate actions are taken to correct any discrepancies or performance that is not within established standards.

* Capture and report data in FPDS-NG.

Requiring Activity. Requiring activity is defined as any federal agency using FedSource services.

- Ensures all internal agency policies and procedures are met prior to requesting services from FedSource. Makes business decision to use FedSource based on internal policy and procedures.
- Adheres to the requirements and procedures defined in the FedSource contracts and these guidelines.
- * Reviews FedSource contract terms and conditions and provides any unique terms and conditions associated with the acquisition.
- Defines requirements.
- Prepares task order requirements package.
- Provide appropriate funding for the work to be performed.
- Provides past performance assessments.
- Monitors, evaluates and documents contractor performance based on QASP.

Project Officer.

- Project Officer will be designated in initial request.
- Serves as the on-site representative who is in a position to directly observe and assess contractor performance measured against task order performance standards as defined in the Performance Work Statement (PWS). Conducts and documents surveillance in accordance with QASP. Provides surveillance documentation to COTR when requested.
- Provides technical guidance in direction of the work; not authorized to change any of the terms and conditions of the task order.

Contractors. The principle role of the contractors is to deliver products and/or perform services that meet requirements and/or achieve objectives/outcomes described in any Task Order issued under a FedSource contract.

Ordering Guidelines

1. Contact FedSource to Discuss the Service Needed. FedSource will help the requiring activity to determine if there is a FedSource contract that is appropriate.

2. Prepare the Task Order Requirements Package. The Requiring Activity prepares the task order request package. The Requiring Activity prepares the task order request package. Appendix A contains a template for use when submitting a request. A specific example format has been developed to help streamline the processing time.

At a minimum, all documents needed for a complete requirements package should contain the following:

- (A) Customer Request Form.
- (B) Performance Work Statement (PWS).
- (C) Quality Assurance Surveillance Plan (QASP).
- (D) Independent Government Cost Estimate (IGCE). The IGCE is for GOVERNMENT USE ONLY and will not be made available to any contractor.
- (E) Any unique terms and conditions associated with the acquisition.
- (F) DD254 or other pertinent security documents.

3. Provide FedSource the Task Order Requirements Package. FedSource will review the task order requirement package to ensure adequacy and legality.

4. Requiring Activity Approves any Necessary Changes. If there are any changes needed to the requirement package, the FedSource operations staff will work with the requiring activity to ensure it is complete and final.

5. FedSource Prepares Request for Proposal (RFP) Documents. FedSource will prepare the solicitation and any related procurement documents (such as, , non-severability determinations, security clearance forms, evaluation criteria, and similar documentation) for use in obtaining quotes from the contractors.

Each contractor will be provided a fair opportunity to be considered for each task order per FAR Part 16.505 Ordering. FAR Part 16.505(b)(2) recognizes that it may be necessary at times to factor in the need to waive full and open competition. If the need to waive full and open competition arises, a written determination will be made and final authorization obtained by the Contracting Officer.

6. Evaluation of Proposals. Once all proposals are received, FedSource will evaluate the contractor's technical and cost proposal in accordance with the evaluation criteria. The requiring activity will be offered an opportunity to participate during the evaluation process.

After technical evaluation, negotiations may be held and final proposal revisions requested. After the evaluation process has been completed, the contractor whose proposal is most advantageous to the requiring activity will be selected.

7. Requiring Activity Notified of Selected Contractor. FedSource will provide a written quote for services to the requiring activity. At that time, the requiring activity will need to sign the customer quote form and provide funding to FedSource. Funding is provided to cover the estimated cost of contractor performance and the administrative fee for the services provided by FedSource. All firm fixed price (FFP) task orders are required to be fully funded prior to award.

8. FedSource Awards the Task Order. The customer and contractor are notified, copies of the task order are distributed, and performance begins.

9. Task Order Administration. FedSource serves as the Contracting Officer's Technical Representative (COTR) to perform post-award task order administration. FedSource will review contractor status reports and invoices monthly (copies provided to the requiring activity).

FedSource maintains all performance assessment trend data; takes any necessary corrective actions with the contractor; and processes any required modifications to the task order (such as adjusting level of effort, adjusting period of performance, changing the performance objectives, and similar actions).

The Project Officer (PO), or appointed designee, is responsible for inspecting and accepting deliverables under the task order and conducting and documenting surveillance in accordance with the QASP. The method will be specific to each task order. Appendix B provides PO guidelines.

Upon task order completion, FedSource will close-out the task order and work with the requiring activity to de-obligate any excess funds. The requiring activity will provide a completed QASP documenting the contractor's overall performance on the task order.

Appendix A

Customer Request Form, Sample PWS, and QASP

CUSTOMER REQUEST FORM

CUSTOMER CODE:

1. Your Agency Control Number *(if needed)*: _____ Date: _____

2. FedSource Contract *(assigned by FedSource)*: _____

3. FedSource Task Order *(assigned by FedSource)*: _____

4. Requesting Agency:

Organization:

Address:

5. Agency Project Officer (PO):

Name:

Phone Number:

Fax Number:

E-Mail Address:

Alternate PO:

Phone Number:

Fax Number:

E-Mail Address:

Work Site Point of Contact (POC):

Address 1:

Phone Number:

Address 2:

Fax Number:

City, State, Zip Code+4:

E-Mail Address:

6. Security Clearance Required? Yes No What Level?

(to check a box, right-click on the box, choose "Properties," and click on "Checked" under "Default Value")

Agency-Specific Background Investigation? Yes No

Driving Record Check? Yes No

(may be billable)

Police Check? Yes No

(may be billable)

(include a completed DD Form 254 for security clearances SECRET and above)

Security POC:

Phone Number:

E-Mail Address:

7. Customer Cost Estimate:

Skill Category:		Number of Contractor Personnel:	
Estimated Hourly Rate, Department of Labor (DOL) Category or GS-Equivalent:			
Hours/Day:	Hours/Week:	Start Time:	End Time:

Overtime Authorized: Yes No

Overtime Estimate (hours and/or dollars - must be funded):
--

Shift Work: Yes No M Tu W Th F Sa Su

On-Call: Yes No

_____-minute lunch between _____ and _____
(justification for overtime must be provided in the Performance Work Statement)

This position is: Exempt Non-Exempt

8. Reimbursable Expenses (all items must be authorized and funded in advance by FedSource on the task order award document).

Travel Authorized: Yes No Cost: \$ _____
 Conference Attendance: Yes No Cost: \$ _____

Training Course Information:	Cost: \$
Equipment or Materials:	Cost: \$
Other:	Cost: \$
<i>(justification for reimbursable expenses must be provided in the Performance Work Statement)</i>	

9. Reimbursable Safety Equipment Required? Yes No (if yes, specify anticipated amount): Cost: \$ _____

10. Labor Union Agreements. Are there any Collective Bargaining Agreements (CBA) in place at the location work will be performed that may affect the prevailing wage rates?

Yes No

11. Agency Certification (the requesting agency certifies by signing this document that all applicable regulations and requirements have been met and agrees to comply fully with Project Officer Guidelines). **Both signatures are required unless one person is both the Project Officer and Approving Official. Then one signature is required in the Approving Official block.**

Signature of Project Officer: _____ Signature of Approving Official: _____

Name:	Name:
Title:	Title:
Date:	Date:

In accordance with FAR Subpart 32.702(a) and the Anti-Deficiency Act, 31 U.S.C. 1341, signing of this document shall constitute written assurance from the responsible fiscal authority of the customer agency that adequate funds are available, or shall be made available, subject to availability of funds as described in Subpart 32.703-2, to fund the resulting contract or order should an acceptable and reasonable proposal be negotiated.

INSTRUCTIONS FOR COMPLETING CUSTOMER REQUEST FORM

- Block 1 Your agency's internal control number, if applicable.
- Block 2 To be assigned by FedSource.
- Block 3 To be assigned by FedSource.
- Block 4 Insert your agency's information.
- Block 5 Insert Project Officer, Alternate Project Officer and work site point of contact (if applicable) information.
- Block 6 Coordinate with your security office to ensure the appropriate level of investigation or clearance is obtained. Determine if the contractor can begin the tasks prior to completion of the investigation or clearance.
- Block 7 If you can determine an appropriate skill category, do so, although this is optional. Categories are based on the skills necessary to successfully deliver the required service. Examples include: Accounting Technician, General Clerk, Engineering Technician or Computer Programmer. If the skill category relates to an existing or former Government position description, provide the equivalent General Schedule (GS) grade/job title. Be sure to indicate if shift work is required (select the days) or if an on-call schedule is required. You are required to fund overtime if it is authorized. ***If you do not authorize overtime on the initial request, it cannot be incurred until you provide authorization and funding to FedSource.*** Also, please indicate whether the position is exempt or non-exempt. Non-exempt contractor employees are subject to Service Contract Act (SCA) wage rates (not salaried) and typically perform during a workweek that is generally defined as 40 hours, and an employee working in excess of that time will be entitled to overtime pay.
- Block 8 Include each item that may be applicable to this project. Any item required must include a justification and cost estimate. Costs must be included in the funding you provide to FedSource. ***Contractors are not authorized to incur any costs for reimbursable expenses that are not approved by FedSource at the time of task order award.*** You may attach separate documents if required. When travel is authorized by the customer under a task order, the contractor will be reimbursed in accordance with the Federal Travel Regulation (FTR). Reimbursable charges will be billed against this task order.
- Block 9 Address all safety issues and/or safety equipment required. The contractor may need to perform a risk assessment to ensure it has adequate insurance or equipment to perform the tasks safely.
- Block 10 Sometimes, existing labor union agreements specify wage rates that exceed the prevailing SCA wage rate determination for certain geographical locations. If you are aware that a CBA is in place that may affect the rate to be paid (and required funding), please identify accordingly.
- Block 11 You must sign the form before FedSource can issue an order to a contractor.

**PERFORMANCE WORK STATEMENT (PWS)
FOR
SERVICE NEEDED OR PROJECT TITLE**

SCOPE.

Under this task order, the contractor will independently provide support services to satisfy the overall operational objectives of _____. The primary objective is to provide contractor services and deliverables through performance of _____.

ORGANIZATION.

TASKS/SERVICES. The contractor shall:

-
-
-

DELIVERABLES.

-
-

CERTIFICATIONS, LICENSE, PHYSICAL REQUIREMENTS OR OTHER EXPERTISE REQUIRED. The contractor must have:

-
-
-

PERIOD OF PERFORMANCE.

The base period of performance is _____ through _____.
An option period of performance of _____ through _____ follows the end of the base period.

PLACE OF PERFORMANCE.

The place of performance is _____.

OPERATIONAL HOURS.

Work will be performed _____ hours per week during normal business hours, Monday-Friday, excluding Federal holidays.

OVERTIME.

Overtime

_____ is authorized.

_____ is not authorized. The number of overtime hours allowed is _____.

SAFETY ISSUES.

GOVERNMENT-FURNISHED EQUIPMENT, BADGE, KEYS AND/OR FACILITIES PROVIDED.

SECURITY CLEARANCE/POLICE CHECK/DRIVING RECORD CHECK.

Work under this task order is

_____ UNCLASSIFIED

_____ SECRET

_____ TOP SECRET.

The contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order. If necessary, the contractor will be required to provide clearances for personnel requiring access to Government computers and workstations.

REIMBURSABLE EXPENSES (TRAVEL, CONFERENCE, TRAINING, EQUIPMENT OR MATERIALS, ETC.).

Travel

_____ is required.

_____ is not required.

The contractor will be required to travel to other locations in support of the tasks described in this Performance Work Statement. Prior to incurring any travel expenses, contractor personnel must obtain written authorization from the Project Officer that approves approximate travel, dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. Contractor expense reports shall be prepared and processed in accordance with the Federal Travel Regulation (FTR). Materials and subcontracts will be reimbursed at actual cost, including allocable material handling costs, as applicable, in

accordance with FAR 52.232-7 - PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS.

TASK TYPE.

Labor-Hour
 Time-and-Materials (T&M)
 Fixed Price

NON-PERSONAL SERVICE STATEMENT.

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards outlined in the Quality Assurance Surveillance Plan (QASP). Contractor employees will perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

GOVERNMENT PROJECT OFFICER.

The Government Project Officer will provide general instructions on limitations and deadlines, and is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.

Point of Contact:
Phone:
E-Mail:

INSTRUCTIONS FOR COMPLETING PERFORMANCE WORK STATEMENT (PWS)

Scope. Provide a short description of the goals and objectives of the project or services to be performed. Include specific project objectives as they relate to the organization's mission.

Organization. Provide complete customer agency name and address.

Tasks/Services. Describe the specific tasks or services required, including the results that will be provided to the Government. Be specific and include all results you require under this request for services.

Deliverables. Provide specific deliverables that will result from the tasks to be performed and the associated dates that they are due. Examples are:

- Monthly Progress Report; due by 5th workday following the end of the month.
- Final Report; due 10 working days after project completion.
- List any technical, project, plan, budgetary, reports or other work products resulting from performance of the tasks described above and dates they will be due, i.e. 5th work day of each month.

Note that financial reports are not required from the contractor since FedSource provides those to each customer on a monthly basis.

Certifications, License, Physical Requirements or Other Expertise Required. Include only those items that are required to successfully complete the task. You may include items such as a medical license, certification in a particular program or field of study or knowledge of a particular software program or type of equipment. Examples are:

- Certification in a particular program or field of study
- Knowledge of a particular software program, type of equipment, etc.
- License, i.e. drivers, real estate, etc.
- Education in a specific field of study
- Specific experience, as related to the above items

Period of Performance. Indicate when the task should begin and end. Include any option periods if you anticipate the requirement lasting more than one year, or if it will cross over into the next fiscal year. Include anticipated dates if known. Currently, option periods may not extend past September 30, 2007.

Place of Performance. Indicate the actual location of the work site; include the county, city and state.

Operational Hours. Indicate the number of hours to be worked each week and whether performance will be required during or outside of normal business hours, i.e. evenings, week-ends, shift work.

Overtime. If overtime is authorized, indicate the number of overtime hours allowed is and provide a short justification why it is needed, i.e. to respond to emergencies, contingencies or unusually heavy workload (provide a description or example).

Safety Issues. Provide any safety issues that may affect performance such as expected lifting of materials or objects up to specified weights; exposure to hazardous conditions such as gases or fumes, solvents or grease; or possible performance in adverse or uncomfortable environmental conditions such as excessively hot or cold weather; examples are:

- The work described herein is primarily sedentary, performed in an office setting. Some walking will be required throughout the workplace facilities and at work sites. The work environment involves everyday risks or discomforts that require normal safety precautions typical of such places as conference rooms or office spaces. There are no unusual physical demands.
- Work will be performed in a maintenance shop setting, both indoor and outdoors. The contractor will be subject to a moderate amount of noise and vibration from shop equipment and to a variety of weather conditions. The contractor may be subject to cuts, bruises, falls and burns. Physical exertion may result from prolonged standing, climbing up and down ladders and scaffolding. Work will sometimes be accomplished in cramped and awkward positions while installing items and reaching, lifting and bending while using hand tools and power tools. The contractor may occasionally be required to lift weights exceeding 75 pounds. The contractor will occasionally work in confined spaces in close proximity to grease, oil, fuel, lubricants and solvents.

Government-Furnished Equipment, Badge, Keys and/or Facilities Provided. Indicate whether the Government will be providing any tools, equipment, documents or facilities to the contractor. Examples are:

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- The Government will provide contractor personnel with an office environment typically provided to Government personnel that includes workstations, facsimile, telephones and computers with access to the Internet and local area network (LAN).
- The contractor will be provided a vehicle for transportation to the work site.
- The Government will provide the necessary hand and power tools, spare and repair parts and the facilities necessary to carry out routine maintenance of vehicles and heavy equipment.

Security Clearance/Police Check/Driving Record Check. Indicate the required level of security classification and any other pertinent security requirements. If the work to be performed requires access to or generation of classified information by a contractor, a DD Form 254, Contract Security Classification Specification must be included with your Performance Work Statement.

Reimbursable Expenses (Travel, Conference, Training, Equipment or Materials, Etc.). Indicate whether travel, conferences, training or other reimbursable expenses will be allowed under the task order. If reimbursable expenses will be required, list here and provide a short justification or reason why they are needed.

Task Type. If your project can be negotiated into a fixed price with milestones, select fixed price. If you are unable to quantify the project sufficiently to establish a fixed price, select labor-hour, or time-and-materials if other costs in addition to labor will be necessary (i.e. travel or other reimbursable expenses).

Non-Personal Service Statement. This statement serves as a reminder that contractor personnel shall not be treated as Government employees and that they must perform independently, according to the tasks described in the Performance Work Statement. Do not modify this statement in any way.

Government Project Officer. Self-explanatory.

If you are submitting a hard copy of this form, please also provide an electronic file of the PWS in Microsoft Word format to your FedSource point of contact.

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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Task Order Number: _____

Skill Category: _____

(See Project Officer Guidelines for assistance in completing this worksheet)

Deliverable	Performance Standard	Acceptable Quality Level	Method Used/Frequency	Compliance Level and Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Agency Project Officer Signature/Date: _____

FedSource Contracting Official Signature/Date: _____

INSTRUCTIONS FOR COMPLETING QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

This information is required by the FedSource contract and serves as a very useful tool for you. When you sign timecards or are receiving reports, you are verifying that deliverables have been received (at the **Green** level) and meet the Government standards for quality, timeliness and quantity such that payment is authorized. In cases where deliverables are rated **Yellow** or **Red**, you must report that immediately to FedSource. This is a two-step process. First, you must develop a QASP, which consists of four parts:

- Deliverable to be completed (what will be monitored?)
- Performance standard (what is expected?)
- Acceptable quality level/compliance level (what constitutes acceptance?)
- Surveillance method/frequency (how will you perform your check, i.e., random sampling, customer complaint, etc.?)

Second, perform surveillance as performance progresses and document the results. Surveillance will be performed in accordance with the surveillance methods you select. You will document your surveillance on the QASP worksheet if a deliverable is **Yellow** or **Red**. You must not sign a timecard or receiving report where any deliverable is **Yellow** or **Red** without immediately reporting the quality concern to FedSource. Periodically, FedSource will ask for a copy of your worksheet to document the official task order file.

Acceptable Surveillance Methods

- **Random Sampling.** This method is designed to evaluate performance by randomly selecting and inspecting a statistically significant sample. This is highly recommended for large quantity, repetitive activities with objective and measurable quality attributes. Computer programs may be available to help establish sampling procedures.
- **One Hundred Percent Inspection.** This method is too expensive for most cases. 100% inspection is used for stringent performance requirements when safety and health is on the line.
- **Periodic Inspection.** This method, sometimes called "planned sampling," consists of the evaluation of tasks selected on other than a 100% or random basis.
- **Direct Observation.** Direct observation of services and products is used to survey the requirements. Observations can be performed periodically or through 100% surveillance. The observations are documented in a surveillance log.
- **User Survey.** This method combines elements of validated user complaints and random sampling. A random survey is conducted to solicit user satisfaction. This is appropriate for high quantity activities that have historically been satisfactory.

QASP Sample

Deliverable	Performance Standard	Acceptable Quality Level	Method Used/Frequency	Compliance Level and Date
Documents produced in final form using standard software packages	Format in accordance with regulation 12.4, deadlines met, error-free on final document	95% of drafts in full accordance with regulation; on time and error free on final document	Random Sampling/Weekly	Green 7/1/06
Inspection reports distributed to Government staff	In accordance with SOP 13.5 and within established deadlines	SOPs followed at least 95%; deadlines met or PO notified of delay	Direct Observation/Daily	Red 7/1/06
Database developed and deployed	Validated against Oracle Database 10g R2	99% of data calculations are error-free	Periodic Inspection/Quarterly	Green 7/1/06
Responses to user inquiries	Response made within one hour of receipt	No more than 3 valid customer complaints per month	User Survey at Completion	Yellow 7/31/06

Compliance Level and Date. This column is used to determine whether the deliverables required meet the Acceptable Quality Level on the QASP. It will be used to provide documentation for deficiencies requiring payment adjustment or other action from the contractor. The compliance block is filled out using a color code (**Green**, **Yellow** or **Red**):

- **Green** = Deliverable required has been met in a satisfactory manner.
- **Yellow** = Deliverable required is not being consistently met satisfactorily; attention is needed in certain areas.
- **Red** = Deliverable is not being met; requires FedSource/contractor attention.

If you rate a deliverable **Yellow** or **Red**, you will need to document why by using the Decision/Action Table or by calling FedSource so that we can complete the form on your behalf. It will be used to help FedSource determine what course of action to take, in accordance with the terms of the contract, to resolve quality issues.

Appendix B

Project Officer Guidelines

PROJECT OFFICER (PO) GUIDELINES

It is important to keep in mind the relationship that must exist between your agency and the contractor's employees. Please pay particular attention to the paragraphs regarding "Contractor Responsibilities" and "Supervision." It is mandatory that you comply with these guidelines so that you do not undermine the contractual nature of the relationship. You must avoid creating an employer/employee relationship. An agency's failure to prevent an employer/employee relationship with contractor employees will jeopardize the use of FedSource contracts and could make your agency liable for unforeseen future costs. If you have problems that are not resolved, or if you are dissatisfied with any aspect of task performance, contact FedSource immediately.

Absences (other than vacation). The contractor employee calls the contractor as their employer; the contractor in turn calls to inform you, the customer, and asks if a replacement is needed. The contractor employee may call the customer as a courtesy call, but they are still required to call the contractor.

Acceptance of Service. The PO, or appointed designee, is responsible for inspecting and accepting deliverables under the task order. The PO may perform this function by verifying contractor employee hours by signing the contractor's weekly timesheet or by signing a receiving report that outlines the deliverables provided. The method will be specific to each task order. When using timecards, the correct total hours and minutes may need to be entered in multiple places. If you add and enter the wrong total, your agency may be over or under billed. The PO can pull the Customer Copy for their records. These timesheets will be treated as receiving reports. When signed, the PO is certifying/accepting the deliverables under the task order. Acceptance includes: services performed have met the quality requirements specified in the task order and Quality Assurance Surveillance Plan (QASP); the quantity of work meets the minimum requirements established in the task order and QASP; the contractor employee has met all deadlines identified in the task order and QASP.

Administrative Functions. Contractor employees are not allowed Government administrative leave for such functions as picnics, blood drives, luncheons, dedications, town hall meetings, etc. They are contracted with to perform a function. If they are not performing that function, they are not entitled to pay and the Government is not billed.

Awards. Contractor employees are NOT eligible to receive monetary awards from the Government, such as On-the-Spot awards, performance awards, etc. You can issue a letter of appreciation through the contractor.

Background Screening/Clearance. Any and all background screening or clearance requirements must be listed on the task order. Police checks/driving record checks or other background screening is done by the contractor and may be billable. National Agency Checks and Inquiries (NACIs) and Agency Specific Investigations are done by your security office. SECRET/TOP SECRET clearances are handled by the contractor. The task order should state if the contractor employee can work while the Agency Investigation, NACI, SECRET or TOP SECRET clearance is being conducted.

Contracting Officer (CO). The CO has authority to enter into, administer, or terminate contracts and make related determinations and findings. The CO may bind the Government only to the extent of the authority delegated. No contract shall be entered into unless the CO ensures that all requirements of law, executive orders, regulations and all other applicable procedures, including clearances and approvals, have been met. The CO ensures that sufficient funds are available for obligation, ensures that contractors receive impartial, fair and equitable treatment; and request and consider the advice of specialists in audit, law, engineering, transportation and other fields, as appropriate.

Contracting Officer's Technical Representative (COTR). The COTR is a FedSource representative designated by a CO that coordinates required actions with the contractor and provides assistance during administration of the contract/task order. The COTR will typically be the customer's primary interface with FedSource.

Contractor Employees. Contractor employees may be brought into the Government workplace to perform a specific task(s) and provide deliverables. They are employed and supervised by the contractor. Contractor employees' tasks are limited to what is listed on the task order; if the tasks change or if additional tasks are required, the task order must be formally modified by the CO prior to performance. Contractor employees CANNOT:

- Represent the Government in a leadership capacity in any official Government business
- Supervise a Government employee or employees of other contract agencies
- Determine federal program priorities for budget requests or sign documents that commit Government funds
- Determine agency policy, such as determining the content and application of regulations

Contractor Responsibilities. Include, but are not limited to, hiring; compensation; benefits (insurance, vacation); training (unless task-related specialized training is not available from contractor's sources); Equal Employment Opportunity (EEO) guidance; counseling, behavior/performance problems; other training/guidance/assistance required by its employee.

Government-Furnished Equipment. If the Government furnishes equipment specifically for use by a contractor employee, that contractor employee should sign for the equipment and it should be added to the task order so the contractor is aware of its liability for loss or damage. Failure to notify the FedSource Contracting Officer in writing may relieve the contractor of liability.

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Government-Owned Vehicles (GOV). Contractor employees are not normally authorized to operate a GOV due to liability. Exceptions can be granted but should be clearly indicated on the task order. The contractor must be advised that its employee will be operating a GOV since its liability insurance must cover any damage incurred.

Government Representation. Contractor employees cannot perform tasks that require them to represent the Government in policy or decision making or in Government functions such as EEO Committees, Savings Bonds or Combined Federal Campaigns (CFC), Boards, etc.

Holidays. Non-exempt contractor employees are entitled to the same normal holidays as Government employees, as specified on the Department of Labor wage determinations. If the President adds a holiday such as the day after Christmas or Christmas Eve, contractor employees do not get paid for these since they are not listed in the wage determinations. Full-time contractor employees get 8 hours holiday pay. Part-time contract employees' holiday pay is prorated based on the hours worked during the week preceding the holiday. Exempt contractor employees fall under the contractor's own internal holiday policy. Holidays are not billed under the task order unless the contractor employee works the holiday. **Do not include holidays in the total verified on the timesheet unless the contractor employee worked that day.** If so, please annotate "Actually Worked Holiday" on the timesheet. If you do include the non-worked holiday in the total, your agency will be billed.

Interviews. Hiring is solely the responsibility of the contractor. The Government may review resumes for technical and professional categories where specific expertise is required. At no time, however, will the Government be allowed to interview contractor employees. A Government representative may observe during an interview conducted by the contractor to answer questions concerning the task order requirements.

ID Cards/Card Keys. It is up to the customer agency whether the contractor employee will be issued an ID card or keys. If ID/keys will be issued, it should be noted in the Performance Work Statement.

Overtime. Contractor employees may work overtime, but the requirement must be stated in, or added to, the task order so that the customer can certify funds availability and the FedSource Contracting Officer can obligate funds to the contractor.

Quality Assurance Surveillance Plan (QASP). A QASP is required for every task order. This plan is used by both the Government and the contractor to measure the contract deliverables for completeness, correctness and compliance with the requirements in the task order Performance Work Statement. If the contractor does not meet the standards outlined you must immediately notify the FedSource Contracting Officer or COTR.

Pay. Compensation is addressed by the contractor and based on the tasks in the order, market conditions, Department of Labor wage determinations, and other contractual factors. At no time will the Government influence pay to contractor employees.

Performance Based Task Order. Method of contracting where the Government defines the results it is seeking, rather than the process by which those results are attained. Also included are the standards against which contractor performance will be measured and positive and/or negative incentives.

Personal Services. Personal services are specifically excluded from this contract. They are defined as any service in which an employer-employee relationship is created between the Government and contractor personnel. Such a relationship is usually characterized by virtually continuous supervision and control of contractor personnel by a Government employee. Creation of a personal services situation on a task order will be grounds for termination of the task order.

Privately Owned Vehicles (POV). A contractor employee may use his/her own vehicle for travel, if authorized in the task order, and be reimbursed in accordance with the FTR. The requesting agency must verify the expense report before the contractor employee submits it to the contractor.

Project Officer (PO). The PO is the designated customer agency representative that is responsible to work in concert with the FedSource Contracting Officer and COTR to administer task orders. The PO is responsible for inspecting and accepting deliverables (by signing timecards or other receiving reports) and ensuring quality assurance standards are defined and met. The PO shall not initiate any actions that could lead to the termination of contractor employees; performance issues must be forwarded to FedSource for appropriate action with the contractor. If the designated PO leaves the project for any reason, the customer agency must contact FedSource within 5 work days with the contact information and signature acceptance of the newly-appointed replacement PO.

Reimbursable Expenses:

- Conference Attendance. The PO must justify contractor employees' attendance at conferences based on a direct relationship to the task order. Authorization and funding must be contained in the original task order or added by modification prior to attendance. Conference attendance must be in accordance with appropriation law.
- Equipment/Materials. If the purchase of equipment or materials is required on a task order, authorization and funding must be contained in the original task order or added by modification prior to purchase. Purchases must be directly related to the deliverables in the task order and made in accordance with all Federal Acquisition Regulation (FAR) requirements.

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- Training. Authorization and funding must be contained in the original task order or added by modification prior to attendance. A justification is required in order for the Government to fund contractor employee training. It must be directly related to the task order and not available on the commercial market. Contractors provide their employees with information on such matters as EEO, sexual harassment, safety and drugs/violence in the workplace, since these are personnel issues.
- Travel. If required for a contractor employee, authorization and funding must be contained in the original task order or added by modification. Be specific as to mode of transportation, reporting and completion dates and times, rental car or POV. All travel requirements including purpose, limitations on food and lodging, POV, etc. will be determined in accordance with the FTR. Requesting agency must verify the contract employee's expense report before submission to the contractor. Keep travel time outside normal work hours to a minimum. If travel will result in overtime, overtime must be authorized, approved and funded on the task order prior to occurring.

Safety Limitations. The contractor provides its light industrial employees (laborers, janitors, etc.) safety guidelines such as not lifting over 25 pounds, not performing tasks on ladders or not performing tasks at harbors. If you have a question about your work site conditions, FedSource can provide more details. Although there are limitations, the contractors are flexible. It is critical that the task order specify all tasks with possible safety issues so that FedSource can negotiate with the contractor to approve exceptions. Any changes in work site conditions must be coordinated through FedSource.

Sick Leave. Sick leave may or may not be a benefit provided by the contractor to its employees. Contractor employees are not entitled to sick leave under the SCA.

Supervision. To be provided by the contractor. This includes monitoring contractor employee performance, effecting necessary contractor employee disciplinary actions, dealing with conduct issues and performance awards. Any problems with the quality of the deliverables provided should be referred to FedSource unless there is an on-site contractor representative.

Task Order. Submitted by FedSource after approval by agency approving official. If the task(s) or scope of the task(s) is altered, the task order must be modified, approved and submitted to FedSource before any new tasks can begin. Identification of tasks and deliverables must be channeled through the PO designated on the task order.

Unforeseen Facility Closure. Contractor employees are not entitled to Government administrative leave. If an agency decision to close is made before working hours, the contractor employee should be contacted by the PO or have been given a phone number to call for pre-recorded reporting instructions. The contractor is not required to perform any services on the day of the closure and shall receive no payment unless the services are designated as essential on the task order during facility closures and actually performed during the closure. If the Government announces liberal, unscheduled or adjusted home departure, then all contractor employees must report to the work site, as planned. In the event of a partial day unforeseen Government facility closure, the PO shall notify the contractor within one hour after notification of the facility closure is received. Payment of a partial day closure will be made for the actual time worked. Exceptions are made for states with laws requiring payment for show-up time.

Vacation. Under the SCA, non-exempt contractor employees are eligible for vacation after one year. Some contractors may have a different vacation policy. The contractor employee informs the contractor of the time period they wish to take. The contractor calls the customer to see if this is agreeable and also asks if a replacement is needed for the vacation period. Exempt contractor employees fall under the contractor's own internal vacation policy.

DECISION/ACTION TABLE

Task Order Number: _____
Skill Category: _____

Deliverable	Compliance Level and Date	Causative Factors	Effect on Mission	Action Required and Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Agency Project Officer Signature/Date: _____

FedSource Contracting Official Signature/Date: _____

DECISION/ACTION TABLE EXAMPLE

Deliverable	Compliance Level and Date	Task Order Deficiency	Effect on Mission	Action Required and Date
1	Green			
2	Red 07/31/06	Contractor failing to adhere to SOPs and established deadlines	Government unable to produce reports timely for higher headquarters.	Seek corrective action plan from Contractor to meet deadlines and follow SOP 08/03/06

Information Required:

1. Deliverable number.
2. Compliance level from documentation worksheet.
3. Task Order Deficiency (what quality standard is the contractor failing to meet under the Task Order/Deliverable?)
4. Effect on mission (what effect is this having on your organization, i.e., untimely reports, adverse impact on budget?)
5. Include actions required of contractor to resolve issue.

This information is provided to your FedSource point of contact, who will take the necessary action with the contractor to resolve the issue. In some instances, this will involve you as the Project Officer. The contractor will be required to provide a response, including proposed remedies, within 5 business days.

Appendix C

FedSource Contact Information

HEADQUARTERS

U.S. Department of the Treasury
2601 Saturn Street, Suite 110
Brea, CA 92821

714-579-4239
714-792-1161 (fax)
headquarters@hqs.fedsource.gov

ACQUISITION CENTER

U.S. Department of the Treasury
1222 Spruce Street, Room 7.303A
St. Louis, MO 63103-2822

314-539-6100
314-539-6139 (fax)
acquisitions@acq.fedsource.gov

BALTIMORE

U.S. Department of the Treasury
31 Hopkins Plaza, Room 1600
Baltimore, MD 21201-2825

410-962-2283
410-962-2373 (fax)
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U.S. Department of the Treasury
Suite 772, DPN 7-1
230 S. Dearborn St.
Chicago, IL 60604-1505

312-886-9358
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March 28, 2006

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