



**GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
ADVERTISING & INTEGRATED MARKETING SOLUTIONS (AIMS)
SCHEDULE; FSC GROUP 541 FSC CLASS/PRODUCT CODE 541**

SPECIAL ITEM NO. 541-1/541-1RC – ADVERTISING SERVICES
SPECIAL ITEM NO. 541-2/541-2RC – PUBLIC RELATIONS SERVICES
SPECIAL ITEM NO. 541-4A/541-4ARC – MARKET RESEARCH AND ANALYSIS
SPECIAL ITEM NO. 541-4B/541-4BRC – VIDEO/FILM PRODUCTION
SPECIAL ITEM NO. 541-4C/541-4CRC – EXHIBIT DESIGN AND IMPLEMENTATION SERVICES
SPECIAL ITEM NO. 541-5/541-5RC – INTEGRATED MARKETING SERVICES
SMALL BUSINESS SET ASIDE SINS
SPECIAL ITEM NO. 541-3/541-3RC – WEB BASED MARKETING SERVICES
SPECIAL ITEM NO. 541-4F/541-4FRC - COMMERCIAL ART AND GRAPHIC DESIGN SERVICES



Broadhead + Co
123 North Third Street, Suite 507
Minneapolis, MN 55401
Phone: (612) 617-7936
Fax: (612) 623-4810



Internet Address: www.BroadheadCo.com
Contract Number: GS-07F-0456U & GS-07F-0457U
Business Size: Small Business
Period Covered by Contract: 15 July 2008 to 14 July 2013
General Services Administration Federal Supply Service
Pricelist current through Modification # _____ , Refresh 6 dated _____

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!TM, a menu driven database system. The Internet address for GSA Advantage!TM is <http://gsaadvantage.gov>
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

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OUR COMPANY

Broadhead + Co is an agency built on a simple premise: listen first, then provide great ideas. As an agency, we are committed to helping our clients grow their businesses through communications to their target audiences. And we live that model by putting senior level staffers in place as your day-to-day contact – people you can trust. By doing so, we can help close the gap between awareness and acquisition because we listen first before we draw upon our experience to generate ideas that deliver results. We are defined by a team with the collective experience that stacks up against any agency in our space, large or small – a core team of 11 senior professionals with a cumulative 220 years of experience, some of which we gained while working together in previous positions.

Broadhead + Co is a professional organization with high standards of excellence. A self-policed system of checks and balances exists within each account team, many times designed to meet the work style and needs of individual clients. In all cases, no product moves to final production without documented approval and sign off by the client contact and account manager responsible for the project. Production projects are approved on-press by our experienced materials buyer.

By our nature, Broadhead team members strive for and deliver errorless execution of client projects. If a mistake does slip through, we make it right.

OUR EXPERIENCE

At Broadhead + Co our experience runs from coast to coast with major advertising agencies, top products and leading companies.

We have successfully launched brands, introduced new products, educated employees, members and customers; promoted seed, fertilizer, chemicals, video games, stores, sales, animal health products, pet foods, people foods, banks, hospitals, insurance, cable TV, shopping malls, motorcycles, you name it; sold stories; hosted media; fired up sales organizations; created issues; promoted causes; managed crises; won awards and had fun.

Our resumes include some of the top advertising agencies in the land – Colle+McVoy Marketing Communications; Miller Meester; Weber Shandwick Worldwide; TBWA/Chiat Day, Valentine Radford; Martin/Williams; HMS/Minneapolis; the Meyocks Group/Meyocks & Priebe; Carmichael Lynch; Penn Garritano; Lacey, LaMaster, Larson, Farmer; BBDO; Bozell & Jacobs, Krumwiede & Associates, and The Foley Group.

We have also worked on major brands for major companies including: SmithKline Beecham Animal Health, 3M, Friskies PetCare, Cenex Land O Lakes, Cargill, American Cyanamid, Delta Dental, Novartis, Scots Company, Aon Corporation, Dairy Management Inc., Rooster.com, HB Fuller, Novartis Specialty Crops, Bayer CropScience, Bayer Animal Science, Syngenta Crop Protection, Syngenta seeds, DuPont Crop Protection, Target Stores, Crystal Sugar, Harley-Davidson, Land O'Lakes, Mervyns, Best Buy, Perkins Restaurants, Pillsbury, Hormel, Malt-O-Meal, Jennie O Turkey, Northwest Airlines; AgChem/AGCO; Raven Industries; Gowan Co., Biosys, Sundance Ag Inc., Auxein Corp., Eden Bioscience, Makhteshim-Agan of North America Inc., FMC Corp, Nor-Am Chemical Co., American Cyanamid Co., Merck AgVet (crop and animal), Novo Nordisk, ICI Americas, Union Carbide Corp., Rhone-Poulenc Ag Products, Monsanto, Pioneer Hi-Bred International, DeKalb Seeds, Case IH, New Holland, BASF and several commodity organizations.

The marketing communications strategic experience of team members at Broadhead + Co will deliver the successful development and implementation of effective communications services.

OUR PEOPLE

Dean Broadhead, B.A. Journalism, in 2001, Founder and President opened the doors to Broadhead + Co, an agency focused on providing brand-building marketing communications for companies in the food and agriculture space. Today, his work has led to a roster of national clients, including the Almond Board of California, ABG/Adayana, Agco, Ecolab, Emerald BioAgriculture Corporation, National Corn Growers Association, National FFA, and United Phosphorus, Inc.

Beth Burgy, Co-Founder, Vice President, B.S Agricultural Journalism, unique strategic perspective through working in both PR and advertising disciplines. She began her career in Minneapolis as a PR and advertising Account Executive at Miller Meester, working on American Cyanamid Crop Protection. She later became Account Supervisor, before moving on to TBWA/Chiat Day San Francisco, working in a similar capacity on Novartis Specialty Crops. Beth became Management Supervisor at Valentine Radford working on Bayer Crop Protection, directing an integrated team that included advertising, PR and media teams. She returned to Minneapolis as Management Supervisor on Syngenta Crop Protection at Martin/Williams, managing eight crop teams and twenty-five brands, across all marketing disciplines.

Craig Roads, Creative Director, B.A. English Literature, copywriter by trade with more than 25 years in advertising, operated his own agency – JKR – and has freelanced for years.

John Walker, Creative Director, innovative, energetic and strategic with a strong design sense, has tons of experience in all aspects of advertising for a variety of industries.

Tom DiBacco, Consumer PR Lead, B.A. Broadcast Journalism, more than 20 years of network news and news media experience at ABC, CNN and in the White House Press Corps.

Troy Schroeder, Account Supervisor, B.S. Business Marketing, has extensive experience with leading-edge equipment technology, precision farming and new product rollout.

Linda Romander, Senior PR Manager – Sacramento, B.S. Agriculture, with 30 years experience, helps clients navigating the intricacy of the California agriculture marketplace.

Dee Weeda, Senior PR Manager – Des Moines, B.S. Animal Science/Communications, effectively targets and delivers messages about seed, animal health, food, technology & more.

Crystal Perrozzi, Interactive Strategist, B.A. Agriculture Journalism, encapsulates a unique combination of advertising, interactive and direct marketing experience.

Cheri Johnson, PR Manager, B.A. Print Journalism/PR, English minor, led communications for an international non-profit and is an exceptional writer.

Clifford Owen, Account Supervisor, has been a client and on the agency side, working with major biotechnology companies and developing education and training programs.

**BROADHEAD + CO ADVERTISING & INTEGRATED
MARKETING SOLUTIONS (AIMS) SERVICES**

SERVICES OFFERED	DESCRIPTION
ADVERTISING SERVICES	Work goes beyond the cookie-cutter, ink-on-a-page approach through careful analysis of the target audience and marketing objectives. The results are stand-out creative executions using cost-effective media choices to reach target audiences and create a response. One size doesn't fit all, so our efforts encompass any single vehicle or a combination of radio and television to print, Internet, in-store and outdoor to dimensional mailings, on-hold messages, and more.
PUBLIC RELATIONS SERVICES	Public relations is a discipline central to Broadhead + Co's communications strategy for many, if not all, clients. And, it is a discipline of which the team has a deep understanding of its suitability in delivering in depth information about issues, services, products and brands. Four veterans focus on public relations and media relations. Possessing long standing relationships with key media, proven "story-selling" abilities and writing skills which adeptly position a product, service, issue or company are the ingredients our team uses to make positive impacts for our clients. Delivery may be via newsletters, Web sites, news releases, features, video or audio news releases, blogs, e-zines, events, editorial visits, persuasive speeches or editorials.
WEB-BASED MARKETING SERVICES	Our interactive portfolio includes new site development complete with CMS tool functionality, website redesigns, online advertising, email marketing, e-newsletters and search marketing. We also deliver our news releases, media alerts and emails with a customized format – not through some impersonal news service. As part of this process, we maintain audience specific media databases, allowing us to track media interest in a story just hours after distribution to simplify personal follow-up efforts that may enhance story pickup.
MARKET RESEARCH AND ANALYSIS	We can help close the gap between awareness and action because we listen first before we draw upon our experience to generate ideas that deliver results. Our experience cuts across and combines expertise in most marketing services that are needed to accomplish client objectives. And, if something is needed that we can't or don't do, we usually have a partner who can deliver on that need, or we'll find one.
VIDEO/FILM PRODUCTION	Our strategic and creative teams work effectively to concept, write, direct, shoot and supervise production on video for everything from sales team training and motivational videos to corporate sales pieces and television commercials. We have and will go on site or film in studio, whatever the project calls for. By outsourcing filming and final production to one of several skilled videographer/producer partners, the creativity put into our final product is not limited by lack of talent or technical capabilities. In addition, outsourcing helps us better match overhead expenses and production costs to the client's budget and needs.

SERVICES OFFERED	DESCRIPTION
EXHIBIT DESIGN AND IMPLEMENTATION SERVICES	Whether it is motivating a sales organization, driving traffic at an industry tradeshow or hosting media for information and relationship building, our team delivers unequalled creativity to make things happen. Broadhead + Co handles everything from intimate, formal dinners with customers or media to rousing audio-video programs for hundreds of sales professionals to two-day educational seminars for media and consumer-directed events that introduce new products. Our attention-getting pre-event efforts prime people for participation and we help pull together exciting event offerings that drive participant action and leave them primed for the next contact.
COMMERCIAL ART AND GRAPHIC DESIGN SERVICES	Never afraid to challenge the status quo, our designers push creative out past the normal creative comfort zone, but just this side of ridiculous. This comes from years of experience with what works and what won't. And, because of this experience working with talent from coast to coast, they know where to source the illustrations, photography or other art needed to execute their concepts to deliver the greatest impact. Words cannot do their talent justice, so we invite you to look at "Our Work" online at www.broadheadco.com .
INTEGRATED MARKETING SERVICES	It's rare that one communications discipline can effectively deliver all things to all audiences. The Broadhead + Co team understands this and consciously strive to offer our clients comprehensive programs that integrate the most appropriate combination of services needed to accomplish client goals and because one communications professional is likely not an expert on the best use of every communications discipline, we have put together a team with varied experiences, talents and areas of expertise.

**BROADHEAD + CO ADVERTISING & INTEGRATED MARKETING SOLUTIONS
(AIMS) SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS**

541 1 ADVERTISING SERVICES

Services provided under this SIN promote public awareness of an agency's mission and initiatives, enable public understanding of complex technical and social issues, disseminate information to industry and consumer advocacy groups and engage in recruitment campaigns. Services include, but are not limited to the following components:

- Advertising objective determination
- Message decision/creation
- Media selection
- Outdoor marketing and media services
- Broadcast media (Radio, TV and Public Service Announcements)
- Direct mail services
- Media planning
- Media placement services
- Advertising evaluation
- Other related activities to advertising services

541 2 PUBLIC RELATIONS SERVICES

Services include, but are not limited to: providing customized media and public relation services such as the development of media messages and strategies; providing recommendations of media sources for placement of campaigns; preparing media materials such as: background materials, press releases, speeches and presentations and press kits. Other related services may fall under the following categories:

- Executing media programs
- Conducting press conferences
- Scheduling broadcast and/or print interviews
- Press, public relations and crisis communications
- Media training (training of agency personnel to deal with media and media responses)
- Media alerts
- Press clipping services
- Other related activities to public relations services

541 4A MARKET RESEARCH AND ANALYSIS

Services include, but are not limited to:

- Customizing strategic marketing plans
- Branding initiatives
- Creating public awareness of products, services, and issues
- Targeting market identification and analysis
- Establishing measurable marketing objectives; determining market trends and conditions; identifying and implementing appropriate strategies
- Conducting focus groups, telemarketing, individual interviews, preparing/distributing surveys, and compiling and analyzing results
- Establishing call centers (in relation to services provided under this schedule)

541 4B VIDEO/FILM PRODUCTION

Videotape and film production services will be provided to inform the public and Government agencies about the latest products, services, and/or issues in various outputs such as industry.

541 4C EXHIBIT DESIGN AND IMPLEMENTATION SERVICES

Making all necessary arrangements for exhibits in various venues (museums, malls, tradeshow, etc.) may be required. The key components within the category include, but are not limited to:

- Conceptualizing, designing and producing exhibits and their accompanying materials
- Providing and/or making recommendations for carpet and padding installation for exhibit property
- Preview set-up and dismantling of exhibit property
- Cleaning, prepping, and storing exhibit property for future use
- Shipping exhibit property to and from designated site(s)
- Media illumination services

541 5 INTEGRATED MARKETING SERVICES

This SIN will be used to offer a complete solution that integrates various services found under the other SINs. Services required under this SIN may include the creation of comprehensive solutions using strategically targeted marketing plans that include full service execution of media planning and creative multimedia campaigns. These comprehensive solutions include services available separately under:

- 541-1 Advertising
- 541-2 Public Relations
- 541-3 Web Based Marketing
- 541-4 Specialized Marketing

Contractors must have the capabilities to provide services identified within all Special Item Numbers.

NOTE: SIN 541-5 may not be used to fulfill individual requirements that are covered separately by other SINs in this schedule. SIN 541-5 may only be used to fulfill comprehensive agency requirements that span multiple service offerings from the schedule.

SMALL BUSINESS SET ASIDE SINS

541 3 WEB BASED MARKETING SERVICES (SMALL BUSINESS SET-ASIDE)

Develop strategies for an agency to provide the maximum use of their Internet capabilities.

Typical tasks may involve the consultation, development and implementation of the following web based tasks:

- Website design and maintenance services
- Search engine development
- E-mail marketing
- Interactive marketing
- Web based training
- Web casting
- Video conferencing via the web
- Section 508 compliance, including captioning services
- On-Line media management
- Other related activities to web based marketing services
- Media will also be provided in a format that is compatible with the ordering agency's software requirements
- Continual website updates and maintenance may also be required

541 4F COMMERCIAL ART AND GRAPHIC DESIGN SERVICES (SMALL BUSINESS SET-ASIDE)

Commercial art, graphic design, and special effects that educate the consumer market about a product or service, may be required along with updating, rewriting, and/or editing materials. Types of services may include, but are not limited to:

- Developing conceptual design and layouts
- Providing copywriting and technical writing services
- Creating sketches, drawings, publication designs, and typographic layouts
- Furnishing custom or stock artwork (including electronic artwork)

INFORMATION FOR ORDERING OFFICES

FSS SIN(s): 541 1, 541 2, 541 3*, 541 4A, 541 4B, 541 4C, 541 4F* & 541 5

Contract Numbers: GS-07F-0456U & GS-07F-0457U

Contract Period: 15 July 2008 to 14 July 2013

Contractor's Name: Broadhead + Co

Contractor's Address: 123 North Third Street, Suite 507

Minneapolis, MN 55401

Phone: (612) 617-7936

Fax: (612) 623-4810

Business Size: Small Business

Data Universal Numbering System (DUNS): 08-836-2020

Contractor's Taxpayer Identification Number (TIN): 26-0034623

1a. Special Item Number(s):

SIN	DESCRIPTION
541 1	Advertising Services
541 2	Public Relations Services
541 4A	Market Research and Analysis
541 4B	Video/Film Production
541 4C	Exhibit Design and Implementation Services
541 5	Integrated Marketing Services
Small Business Set Aside SINs*	
541 3	Web Based Marketing Services
541 4F	Commercial Art and Graphic Design Services

1b. Pricing and rates can be found on page 22 of this pricelist

1c. Refer to Rate Chart on page 22 of this pricelist

2. Maximum Order Limitation: The maximum order limitation dollar value per SIN for all services is \$1,000,000; per order for all services is \$3,000,000

3. Minimum Order: The minimum dollar value per order for all services is \$100.00

4. Geographic Scope of Contract:

Offerors are requested to check one of the following boxes:

The Geographic Scope of Contract will be domestic and overseas delivery.

The Geographic Scope of Contract will be overseas delivery only.

The Geographic Scope of Contract will be domestic delivery only.

5. Point of Production: Broadhead + Co

123 North Third Street, Suite 507

Minneapolis, MN 55401

Phone: (612) 617-7936

Fax: (612) 623-4810

6. All Broadhead + Co prices reflect the NET price for those services

7. Quantity Discounts: None

8. Prompt Payment Terms: None

9a. Government Purchase Cards: Are accepted at or below the micropurchase threshold

9b. Government Purchase Cards: Are accepted above the micropurchase threshold

10. Foreign Items: Not Applicable

11a. Time of Delivery: As Negotiated with Ordering Agency

11b. Expedited Delivery: As Negotiated with Ordering Agency

11c. Overnight and 2-Day Delivery: As Negotiated with Ordering Agency

11d. Urgent Requirements: As Negotiated with Ordering Agency

12. F.O.B. Point(s): Destination

- 13a. Ordering Address:** Broadhead + Co
123 North Third Street, Suite 507
Minneapolis, MN 55401
Attention: Dean Broadhead
Phone: (612) 617-7936
Fax: (612) 623-4810
- 13b. Ordering Procedures:** For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) can be found in the Federal Acquisition Regulation (FAR) 8.405-3 at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
- 14. Payment Address:** Broadhead + Co
123 North Third Street, Suite 507
Minneapolis, MN 55401
Attention: Dean Broadhead
Phone: (612) 617-7936
Fax: (612) 623-4810
- Direct Deposit:** Bremer Bank
Routing # 096010415
Account # 6635840
- 15. Warranty Provision:** Standard Commercial Warranty; Customer to contact Broadhead
- 16. Export Packaging Charges:** Not Applicable
- 17. Terms and Conditions of Government Purchase Card Acceptance:** None
- 18. Terms and Conditions of rental, maintenance and repair:** Not Applicable
- 19. Terms and Conditions of installation:** Not Applicable
- 20. Terms and Conditions of repair parts indicating date of parts price lists and any discounts from list prices:** Not Applicable
- 20a. Terms and Conditions for any other Services:** Not Applicable
- 21. List of service and distribution points:** See listings in the back of this Price List
- 22. List of participating dealers:** Not Applicable
- 23. Preventative maintenance:** Not Applicable
- 24a. Special attributes such as environmental attributes:** None
- 24b. SECTION 508 COMPLIANCE:**
If applicable in this contract Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services at the following: The EIT standards can be found at www.section508.gov/ and at www.BroadheadCo.com
- 25. Data Universal Numbering System (DUNS) Number:** 08-836-2020
- 26. Broadhead + Co is registered with the Central Contractor Registration (CCR) Database.**

ORDERING GUIDE FOR OUR CUSTOMERS

A SUMMARY OF HOW TO USE GSA SCHEDULES

This GSA Advertising & Integrated Marketing Solutions Services (AIMS) Schedule can be easily utilized to gain access to contractors for required services. Task Orders may be put in place quickly and efficiently by the Ordering Agency Contracting Officer. This summary reflects the ordering procedures provided in the following section.

- ◆ **Step 1: Identify the Requirement:** The Technical or Project Officer identifies a requirement and prepares a Statement of Work (SOW). This is sent to the contracting office that the agency will use. This contracting office can be within its own agency, an outside agency, or a GSA Regional contracting office.
- ◆ **Step 2a: Placing Small Task Orders of \$3000 or Less:** A Task Order may be placed directly with the GSA Schedule holder chosen to perform the effort, by the Ordering Agency.

OR

- ◆ **Step 2b: Large Task Orders Over \$3000:** The Technical or Project Officer prepares a Request for Quotation (RFQ) for the contracting office. This RFQ can use a simplified format for a contractor to respond to items such as experience, project schedule, cost, staffing, technical and/or logistics support requirements. Often the RFQ is tailored to minimize the effort expended by the contractors. The RFQ should be sent to three approved GSA AIMS schedule holders offering the required services.
- ◆ **Step 3: Contractors Submit Proposals:** Proposals may include cost, schedule, staffing, logistics concerns and technical requirements requested by the Ordering Agency to provide the requirements of the GSA Special Item Numbers (SIN) being requested under the Schedule. Oral presentations are encouraged by GSA. Resumes are usually only provided upon specific request of the Ordering Agency.
- ◆ **Step 4: Evaluate Proposals and Select a Contractor(s):** The Technical or Project Officer and the Contracting Officer evaluate the responses received and make contractor selection(s) based upon the best value. At times, the Ordering Agency may select multiple contractors or possibly a teaming arrangement of contractors. The Ordering Agency may even select several contractors to provide certain portions of the project using different GSA schedules.
- ◆ **Step 5: Placing a Task Order with the Contractor(s):** Once the Ordering Agency has selected its best value contractor(s), a Task Order may be issued to them immediately.

ORDERING PROCEDURES FOR SERVICES

FEDERAL ACQUISITION REGULATION SUBPART 8.4 – FEDERAL SUPPLY SCHEDULES

8.401 DEFINITIONS

As used in this subpart— “Ordering activity” means an activity that is authorized to place orders, or establish blanket purchase agreements (BPA), against the General Services Administration’s (GSA) Multiple Award Schedule contracts. A list of eligible ordering activities is available at <http://www.gsa.gov/schedules> (click “For Customers Ordering from Schedules” and then “Eligibility to Use GSA Sources”). “Multiple Award Schedule (MAS)” means contracts awarded by GSA or the Department of Veterans Affairs (VA) for similar or comparable supplies, or services, established with more than one supplier, at varying prices. The primary statutory authorities for the MAS program are Title III of the Federal Property and Administrative Services Act of 1949 ([41 U.S.C. 251](#), *et seq.*) and Title [40 U.S.C. 501](#), Services for Executive Agencies. “Requiring agency” means the agency needing the supplies or services. “Schedules e-Library” means the on-line source for GSA and VA Federal Supply Schedule contract award information. Schedules e-Library may be accessed at <http://www.gsa.gov/elibrary>. “Special Item Number (SIN)” means a group of generically similar (but not identical) supplies or services that are intended to serve the same general purpose or function.

8.402 GENERAL

(a) The Federal Supply Schedule program is also known as the GSA Schedules Program or the Multiple Award Schedule Program. The Federal Supply Schedule program is directed and managed by GSA and provides Federal agencies (see [8.002](#)) with a simplified process for obtaining commercial supplies and services at prices associated with volume buying. Indefinite delivery contracts are awarded to provide supplies and services at stated prices for given periods of time. GSA may delegate certain responsibilities to other agencies (*e.g.*, GSA has delegated authority to the VA to procure medical supplies under the VA Federal Supply Schedules program). Orders issued under the VA Federal Supply Schedule program are covered by this subpart. Additionally, the Department of Defense (DoD) manages similar systems of schedule-type contracting for military items; however, DoD systems are not covered by this subpart.

(b) GSA schedule contracts require all schedule contractors to publish an “Authorized Federal Supply Schedule Pricelist” (pricelist). The pricelist contains all supplies and services offered by a schedule contractor. In addition, each pricelist contains the pricing and the terms and conditions pertaining to each Special Item Number that is on schedule. The schedule contractor is required to provide one copy of its pricelist to any ordering activity upon request. Also, a copy of the pricelist may be obtained from the Federal Supply Service by submitting a written e-mail request to schedules.infocenter@gsa.gov or by telephone at 1-800-488-3111. This subpart, together with the pricelists, contain necessary information for placing delivery or task orders with schedule contractors. In addition, the GSA schedule contracting office issues Federal Supply Schedules publications that contain a general overview of the Federal Supply Schedule (FSS) program and address pertinent topics. Ordering activities may request copies of schedules publications by contacting the Centralized Mailing List Service through the Internet at <http://www.gsa.gov/cmls>, submitting written e-mail requests to CMLS@gsa.gov; or by completing GSA Form 457, FSS Publications Mailing List Application, and mailing it to the GSA Centralized Mailing List Service (7SM), P.O. Box 6477, Fort Worth, TX 76115. Copies of GSA Form 457 may also be obtained from the above-referenced points of contact.

(c)(1) GSA offers an on-line shopping service called “GSA Advantage!” through which ordering activities may place orders against Schedules. (Ordering activities may also use GSA Advantage! to place orders through GSA’s Global Supply System, a GSA wholesale supply source, formerly known as “GSA Stock” or the “Customer Supply Center.” FAR [Subpart 8.4](#) is not applicable to orders placed through the GSA Global Supply System.) Ordering activities may access GSA Advantage! through the GSA Federal Supply Service Home Page (<http://www.gsa.gov/fss>) or the GSA Federal Supply Schedule Home Page at <http://www.gsa.gov/schedules>.

(2) GSA Advantage! enables ordering activities to search specific information (*i.e.*, national stock number, part number, common name), review delivery options, place orders directly with Schedule contractors (except see [8.405-6](#)) and pay for orders using the Governmentwide commercial purchase card.

(d) “e-Buy,” GSA’s electronic Request for Quotation (RFQ) system, is a part of a suite of on-line tools which complement GSA Advantage!. E-Buy allows ordering activities to post requirements, obtain quotes, and issue orders electronically. Ordering activities shall post an RFQ to e-Buy when an order contains brand name specifications (see [8.405-6](#)). Ordering activities may access e-Buy at <http://www.ebuy.gsa.gov>. For more information or assistance on either GSA Advantage! or e-Buy, contact GSA at Internet e-mail address gsa.advantage@gsa.gov.

- (e) For more information or assistance regarding the Federal Supply Schedule Program, review the following website: <http://www.gsa.gov/schedules>. Additionally, for on-line training courses regarding the Schedules Program, review the following website: <http://fsstraining.gsa.gov>.
- (f) For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Schedule (also referred to as open market items) to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order only if—
- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (*e.g.*, publicizing ([Part 5](#)), competition requirements ([Part 6](#)), acquisition of commercial items ([Part 12](#)), contracting methods ([Parts 13, 14, and 15](#)), and small business programs ([Part 19](#)));
 - (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
 - (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
 - (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

8.403 APPLICABILITY

- (a) Procedures in this subpart apply to—
- (1) Individual orders for supplies or services placed against Federal Supply Schedules contracts; and
 - (2) BPAs established against Federal Supply Schedule contracts.
- (b) GSA may establish special ordering procedures for a particular schedule. In this case, that schedule will specify those special ordering procedures. Unless otherwise noted, special ordering procedures established for a Federal Supply Schedule take precedence over the procedures in [8.405](#).
- (c) In accordance with section 1427(b) of Public Law 108-136, for requirements that substantially or to a dominant extent specify performance of architect-engineer services (as defined in [2.101](#)), agencies—
- (1) Shall use the procedures at [Subpart 36.6](#); and
 - (2) Shall not place orders for such requirements under a Federal Supply Schedule.

8.404 USE OF FEDERAL SUPPLY SCHEDULES

- (a) *General.* [Parts 13](#) (except [13.303-2\(c\)\(3\)](#)), [14](#), [15](#), and [19](#) (except for the requirement at [19.202-1\(e\)\(1\)\(iii\)](#)) do not apply to BPAs or orders placed against Federal Supply Schedules contracts (but see [8.405-5](#)). BPAs and orders placed against a MAS, using the procedures in this subpart, are considered to be issued using full and open competition (see [6.102\(d\)\(3\)](#)). Therefore, when establishing a BPA (as authorized by [13.303-2\(c\)\(3\)](#)), or placing orders under Federal Supply Schedule contracts using the procedures of [8.405](#), ordering activities shall not seek competition outside of the Federal Supply Schedules or synopsise the requirement.
- (b) The contracting officer, when placing an order or establishing a BPA, is responsible for applying the regulatory and statutory requirements applicable to the agency for which the order is placed or the BPA is established. The requiring agency shall provide the information on the applicable regulatory and statutory requirements to the contracting officer responsible for placing the order.
- (c) *Acquisition planning.* Orders placed under a Federal Supply Schedule contract—
- (1) Are not exempt from the development of acquisition plans (see [Subpart 7.1](#)), and an information technology acquisition strategy (see [Part 39](#));
 - (2) Must comply with all FAR requirements for a bundled contract when the order meets the definition of “bundled contract” (see [2.101\(b\)](#)); and
 - (3) Must, whether placed by the requiring agency, or on behalf of the requiring agency, be consistent with the requiring agency’s statutory and regulatory requirements applicable to the acquisition of the supply or service.
- (d) *Pricing.* Supplies offered on the schedule are listed at fixed prices. Services offered on the schedule are priced either at hourly rates, or at a fixed price for performance of a specific task (*e.g.*, installation, maintenance, and repair). GSA has already determined the prices of supplies and fixed-price services, and rates for services offered at hourly rates, under schedule contracts to be fair and reasonable. Therefore, ordering activities are not required to make a separate determination of fair and reasonable pricing, except for a price evaluation as required by [8.405-2\(d\)](#). By placing an order against a schedule contract using the procedures in [8.405](#), the ordering activity has concluded that the order represents the best value (as defined in FAR [2.101](#)) and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government’s needs. Although GSA has already negotiated fair and reasonable pricing, ordering activities may seek additional discounts before placing an order (see [8.405-4](#)).

8.405 ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULES

Ordering activities shall use the ordering procedures of this section when placing an order or establishing a BPA for supplies or services. The procedures in this section apply to all schedules.

8.405-1 ORDERING PROCEDURES FOR SUPPLIES, AND SERVICES NOT REQUIRING A STATEMENT OF WORK

(a) Ordering activities shall use the procedures of this subsection when ordering supplies and services that are listed in the schedule contracts at a fixed price for the performance of a specific task, where a statement of work is not required (e.g., installation, maintenance, and repair).

(b) *Orders at or below the micro-purchase threshold.* Ordering activities may place orders at, or below, the micro-purchase threshold with any Federal Supply Schedule contractor that can meet the agency's needs. Although not required to solicit from a specific number of schedule contractors, ordering activities should attempt to distribute orders among contractors.

(c) *Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.*

(1) Ordering activities shall place orders with the schedule contractor that can provide the supply or service that represents the best value. Before placing an order, an ordering activity shall consider reasonably available information about the supply or service offered under MAS contracts by surveying at least three schedule contractors through the GSA Advantage! on-line shopping service, or by reviewing the catalogs or pricelists of at least three schedule contractors (see [8.405-5](#)).

(2) When an order contains brand name specifications, the contracting officer shall post the Request for Quote (RFQ) along with the justification or documentation as required by [8.405-6](#).

(3) In addition to price, when determining best value, the ordering activity may consider, among other factors, the following:

(i) Past performance.

(ii) Special features of the supply or service required for effective program performance.

(iii) Trade-in considerations.

(iv) Probable life of the item selected as compared with that of a comparable item.

(v) Warranty considerations.

(vi) Maintenance availability.

(vii) Environmental and energy efficiency considerations.

(viii) Delivery terms.

(d) *Orders exceeding the maximum order threshold.* Each schedule contract has a maximum order threshold established on a SIN-by-SIN basis. Although a price reduction may be sought at any time, this threshold represents the point where, given the dollar value of the potential order, the ordering activity shall seek a price reduction. In addition to following the procedures in paragraph (c) of this section and before placing an order that exceeds the maximum order threshold or establishing a BPA (see [8.405-3](#)), ordering activities shall—

(1) Review (except see (c)(2) of this subsection) the pricelists of additional schedule contractors (the GSA Advantage! on-line shopping service can be used to facilitate this review);

(2) Based upon the initial evaluation, seek price reductions from the schedule contractor(s) considered to offer the best value (see [8.404\(d\)](#)); and

(3) After seeking price reductions (see [8.405-4](#)), place the order with the schedule contractor that provides the best value. If further price reductions are not offered, an order may still be placed.

(e) *Minimum documentation.* The ordering activity shall document—

(1) The schedule contracts considered, noting the contractor from which the supply or service was purchased;

(2) A description of the supply or service purchased; and

(3) The amount paid.

8.405-2 ORDERING PROCEDURES FOR SERVICES REQUIRING A STATEMENT OF WORK

(a) *General.* Ordering activities shall use the procedures in this subsection when ordering services priced at hourly rates as established by the schedule contracts. The applicable services will be identified in the Federal Supply Schedule publications and the contractor's pricelists.

(b) *Statements of Work (SOWs).* All Statements of Work shall include the work to be performed; location of work; period of performance; deliverable schedule; applicable performance standards; and any special requirements (e.g., security clearances, travel, special knowledge). To the maximum extent practicable, agency requirements shall be performance-based statements (see [Subpart 37.6](#)).

(c) *Request for Quotation procedures.* The ordering activity must provide the Request for Quotation (RFQ), which includes the statement of work and evaluation criteria (e.g., experience and past performance), to schedule contractors that offer services that will meet the agency's needs. The RFQ may be posted to GSA's electronic RFQ system, e-Buy (see [8.402\(d\)](#)).

- (1) *Orders at, or below, the micro-purchase threshold.* Ordering activities may place orders at, or below, the micro-purchase threshold with any Federal Supply Schedule contractor that can meet the agency's needs. The ordering activity should attempt to distribute orders among contractors.
- (2) *For orders exceeding the micro-purchase threshold, but not exceeding the maximum order threshold.*
- (i) The ordering activity shall develop a statement of work, in accordance with [8.405-2\(b\)](#).
- (ii) The ordering activity shall provide the RFQ (including the statement of work and evaluation criteria) to at least three schedule contractors that offer services that will meet the agency's needs.
- (iii) The ordering activity should request that contractors submit firm-fixed prices to perform the services identified in the statement of work.
- (3) *For proposed orders exceeding the maximum order threshold or when establishing a BPA.* In addition to meeting the requirements of [8.405-2\(c\)\(2\)](#), the ordering activity shall—
- (i) Provide the RFQ (including the statement of work and evaluation criteria) to additional schedule contractors that offer services that will meet the needs of the ordering activity. When determining the appropriate number of additional schedule contractors, the ordering activity may consider, among other factors, the following:
- (A) The complexity, scope and estimated value of the requirement.
- (B) The market search results.
- (ii) Seek price reductions.
- (4) The ordering activity shall provide the RFQ (including the statement of work and the evaluation criteria) to any schedule contractor who requests a copy of it.
- (d) *Evaluation.* The ordering activity shall evaluate all responses received using the evaluation criteria provided to the schedule contractors. The ordering activity is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. Place the order, or establish the BPA, with the schedule contractor that represents the best value (see [8.404\(d\)](#)). After award, ordering activities should provide timely notification to unsuccessful offerors. If an unsuccessful offeror requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.
- (e) *Minimum documentation.* The ordering activity shall document—
- (1) The schedule contracts considered, noting the contractor from which the service was purchased;
- (2) A description of the service purchased;
- (3) The amount paid;
- (4) The evaluation methodology used in selecting the contractor to receive the order;
- (5) The rationale for any tradeoffs in making the selection;
- (6) The price reasonableness determination required by paragraph (d) of this subsection; and
- (7) The rationale for using other than—
- (i) A firm-fixed price order; or
- (ii) A performance-based order.

8.405-3 BLANKET PURCHASE AGREEMENTS (BPAS)

- (a)(1) *Establishment.* Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider—
- (i) The scope and complexity of the requirement(s);
- (ii) The need to periodically compare multiple technical approaches or prices;
- (iii) The administrative costs of BPAs; and
- (iv) The technical qualifications of the schedule contractor(s).
- (2) Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in [8.405-1](#) or [8.405-2](#). BPAs shall address the frequency of ordering, invoicing, discounts, requirements (*e.g.* estimated quantities, work to be performed), delivery locations, and time.
- (3) When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.
- (4) Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.
- (b) Ordering from BPAs—
- (1) *Single BPA.* If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.
- (2) *Multiple BPAs.* If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall—

- (i) Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
 - (ii) Evaluate the responses received, make a best value determination (see [8.404\(d\)](#)), and place the order with the BPA holder that represents the best value.
- (3) *BPAs for hourly rate services.* If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.
- (c) *Duration of BPAs.* BPAs generally should not exceed five years in length, but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.
- (d) *Review of BPAs.*
- (1) The ordering activity that established the BPA shall review it at least once a year to determine whether—
 - (i) The schedule contract, upon which the BPA was established, is still in effect;
 - (ii) The BPA still represents the best value (see [8.404\(d\)](#)); and
 - (iii) Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.
 - (2) The ordering activity shall document the results of its review.

8.405-4 PRICE REDUCTIONS

In addition to seeking price reductions before placing an order exceeding the maximum order threshold (see [8.405-1\(d\)](#)), or in conjunction with the annual BPA review, there may be other reasons to request a price reduction. For example, ordering activities should seek a price reduction when the supply or service is available elsewhere at a lower price, or when establishing a BPA to fill recurring requirements. The potential volume of orders under BPAs, regardless of the size of individual orders, offers the opportunity to secure greater discounts. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

8.405-5 SMALL BUSINESS

- (a) Although the mandatory preference programs of [Part 19](#) do not apply, orders placed against schedule contracts may be credited toward the ordering activity's small business goals. For purposes of reporting an order placed with a small business schedule contractor, an ordering agency may only take credit if the awardee meets a size standard that corresponds to the work performed. Ordering activities should rely on the small business representations made by schedule contractors at the contract level.
- (b) Ordering activities may consider socio-economic status when identifying contractor(s) for consideration or competition for award of an order or BPA. At a minimum, ordering activities should consider, if available, at least one small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, women-owned small business, or small disadvantaged business schedule contractor(s). GSA Advantage! and Schedules e-Library at <http://www.gsa.gov/fss> contain information on the small business representations of Schedule contractors.
- (c) For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

8.405-6 LIMITED SOURCES JUSTIFICATION AND APPROVAL

- (a) Orders placed under Federal Supply Schedules are exempt from the requirements in [Part 6](#). However, an ordering activity must justify its action when restricting consideration—
 - (1) Of schedule contractors to fewer than required in [8.405-1](#) or [8.405-2](#); or
 - (2) To an item peculiar to one manufacturer (*e.g.*, a particular brand name, product, or a feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements, and market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.
- (b) Circumstances that may justify restriction cited in paragraph (a)(1) of this subsection include—
 - (1) Only one source is capable of responding due to the unique or specialized nature of the work;
 - (2) The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures;
 - (3) An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays.

(c) Ordering activities shall procure such requirements only if the need to do so is justified in writing and approved at the levels specified in paragraphs (f) and (h) of this subsection.

(d) Except as provided in paragraph (e) of this subsection, when an order contains brand name specifications, the ordering activity shall post the following information along with the Request for Quotation (RFQ) to e-Buy (<http://www.ebuy.gsa.gov>):

(1) For proposed orders exceeding \$25,000, but not exceeding the simplified acquisition threshold, the documentation required by paragraph (f) of this subsection.

(2) For proposed orders exceeding the simplified acquisition threshold, the justification required by paragraph (g) of this subsection.

(e) The posting requirement of paragraph (d) of this subsection does not apply when—

(1) Disclosure would compromise the national security (*e.g.*, would result in disclosure of classified information) or create other security risks. The fact that access to classified matter may be necessary to submit a proposal or perform the contract does not, in itself, justify use of this exception;

(2) The nature of the file (*e.g.*, size, format) does not make it cost-effective or practicable for contracting officers to provide access through e-Buy; or

(3) The agency's senior procurement executive makes a written determination that access through e-Buy is not in the Government's interest.

(f) *Orders exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold as defined in 2.101.* For proposed orders exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold, the ordering activity contracting officer shall document the circumstances when restricting consideration.

(g) *Orders exceeding the simplified acquisition threshold.*

(1) For proposed orders exceeding the simplified acquisition threshold, the requiring activity shall assist the ordering activity contracting officer in the preparation of the justification. The justification shall cite that the acquisition is conducted under the authority of the Multiple Award Schedule Program (see [8.401](#)).

(2) As a minimum, each justification shall include the following information:

(i) Identification of the agency and the contracting activity, and specific identification of the document as a "Limited Source Justification."

(ii) Nature and/or description of the action being approved.

(iii) A description of the supplies or services required to meet the agency's needs (including the estimated value).

(iv) Identification of the justification rationale (see [8.405-6\(a\)](#) and (b)) and, if applicable, a demonstration of the proposed contractor's unique qualifications to provide the required supply or service.

(v) A determination by the ordering activity contracting officer that the order represents the best value consistent with [8.404\(d\)](#).

(vi) A description of the market research conducted among schedule holders and the results or a statement of the reason market research was not conducted.

(vii) Any other facts supporting the justification.

(viii) A statement of the actions, if any, the agency may take to remove or overcome any barriers that led to the restricted consideration before any subsequent acquisition for the supplies or services is made.

(ix) The ordering activity contracting officer's certification that the justification is accurate and complete to the best of the contracting officer's knowledge and belief.

(x) Evidence that any supporting data that is the responsibility of technical or requirements personnel (*e.g.*, verifying the Government's minimum needs or requirements or other rationale for limited sources) and which form a basis for the justification have been certified as complete and accurate by the technical or requirements personnel.

(h) *Justification approvals.*

(1) For proposed orders exceeding the simplified acquisition threshold, but not exceeding \$550,000, the ordering activity contracting officer's certification that the justification is accurate and complete to the best of the ordering activity contracting officer's knowledge and belief will serve as approval, unless a higher approval level is established in accordance with agency procedures.

(2) For a proposed order exceeding \$550,000, but not exceeding \$11.5 million, the justification must be approved by the competition advocate of the activity placing the order, or by an official named in paragraph (h)(3) or (h)(4) of this subsection. This authority is not delegable.

(3) For a proposed order exceeding \$11.5 million, but not exceeding \$57 million (or, for DoD, NASA, and the Coast Guard, not exceeding \$78.5 million), the justification must be approved by—

(i) The head of the procuring activity placing the order;

(ii) A designee who—

(A) If a member of the armed forces, is a general or flag officer;

(B) If a civilian, is serving in a position in a grade above GS-15 under the General Schedule (or in a comparable or higher position under another schedule); or

(iii) An official named in paragraph (h)(4) of this subsection.

(4) For a proposed order exceeding \$57 million (or, for DoD, NASA, and the Coast Guard, over \$78.5 million), the justification must be approved by the senior procurement executive of the agency placing the order. This authority is not delegable, except in the case of the Under Secretary of Defense for Acquisition, Technology, and Logistics, acting as the senior procurement executive for the Department of Defense.

8.405-7 PAYMENT

Agencies may make payments for oral or written orders by any authorized means, including the Governmentwide commercial purchase card.

8.406 ORDERING ACTIVITY RESPONSIBILITIES

8.406-1 ORDER PLACEMENT

Ordering activities may place orders orally (except for services requiring a statement of work (SOW) or orders containing brand name specifications that exceed \$25,000) or use [Optional Form 347](#), an agency-prescribed form, or an established electronic communications format to order supplies or services from schedule contracts. The ordering activity shall place an order directly with the contractor in accordance with the terms and conditions of the pricelists (see [8.402\(b\)](#)). Prior to placement of the order, the ordering activity shall ensure that the regulatory and statutory requirements of the requiring agency have been applied. Orders shall include the following information in addition to any information required by the schedule contract:

- (a) Complete shipping and billing addresses.
- (b) Contract number and date.
- (c) Agency order number.
- (d) F.o.b. delivery point; *i.e.*, origin or destination.
- (e) Discount terms.
- (f) Delivery time or period of performance.
- (g) Special item number or national stock number.
- (h) A statement of work for services, when required, or a brief, complete description of each item (when ordering by model number, features and options such as color, finish, and electrical characteristics, if available, must be specified).
- (i) Quantity and any variation in quantity.
- (j) Number of units.
- (k) Unit price.
- (l) Total price of order.
- (m) Points of inspection and acceptance.
- (n) Other pertinent data; *e.g.*, delivery instructions or receiving hours and size-of-truck limitation.
- (o) Marking requirements.
- (p) Level of preservation, packaging, and packing.

8.406-2 INSPECTION AND ACCEPTANCE

- (a) Supplies.
 - (1) Consignees shall inspect supplies at destination except when—
 - (i) The schedule contract indicates that mandatory source inspection is required by the schedule contracting agency; or
 - (ii) A schedule item is covered by a product description, and the ordering activity determines that the schedule contracting agency's inspection assistance is needed (based on the ordering volume, the complexity of the supplies, or the past performance of the supplier).
 - (2) When the schedule contracting agency performs the inspection, the ordering activity will provide two copies of the order specifying source inspection to the schedule contracting agency. The schedule contracting agency will notify the ordering activity of acceptance or rejection of the supplies.
 - (3) Material inspected at source by the schedule contracting agency, and determined to conform with the product description of the schedule, shall not be reinspected for the same purpose. The consignee shall limit inspection to kind, count, and condition on receipt.
 - (4) Unless otherwise provided in the schedule contract, acceptance is conclusive, except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
- (b) *Services*. The ordering activity has the right to inspect all services in accordance with the contract requirements and as called for by the order. The ordering activity shall perform inspections and tests as specified in the order's quality assurance surveillance plan in a manner that will not unduly delay the work.

8.406-3 REMEDIES FOR NONCONFORMANCE

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

(b) If the contractor fails to perform an order, or take appropriate corrective action, the ordering activity may terminate the order for cause or modify the order to establish a new delivery date (after obtaining consideration, as appropriate). Ordering activities shall follow the procedures at [8.406-4](#) when terminating an order for cause.

8.406-4 TERMINATION FOR CAUSE

(a)(1) An ordering activity contracting officer may terminate individual orders for cause. Termination for cause shall comply with FAR [12.403](#), and may include charging the contractor with excess costs resulting from repurchase.

(2) The schedule contracting office shall be notified of all instances where an ordering activity contracting officer has terminated for cause an individual order to a Federal Supply Schedule contractor, or if fraud is suspected.

(b) If the contractor asserts that the failure was excusable, the ordering activity contracting officer shall follow the procedures at [8.406-6](#), as appropriate.

(c) If the contractor is charged excess costs, the following apply:

(1) Any repurchase shall be made at as low a price as reasonable, considering the quality required by the Government, delivery requirement, and administrative expenses. Copies of all repurchase orders, except the copy furnished to the contractor or any other commercial concern, shall include the notation:

Repurchase against the account of _____ [*insert contractor's name*] under Order _____ [*insert number*] under Contract _____ [*insert number*].

(2) When excess costs are anticipated, the ordering activity may withhold funds due the contractor as offset security. Ordering activities shall minimize excess costs to be charged against the contractor and collect or set-off any excess costs owed.

(3) If an ordering activity is unable to collect excess repurchase costs, it shall notify the schedule contracting office after final payment to the contractor.

(i) The notice shall include the following information about the terminated order:

(A) Name and address of the contractor.

(B) Schedule, contract, and order number.

(C) National stock or special item number(s), and a brief description of the item(s).

(D) Cost of schedule items involved.

(E) Excess costs to be collected.

(F) Other pertinent data.

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

(A) Name and address of the contractor.

(B) Item repurchase cost.

(C) Repurchase order number and date of payment.

(D) Contract number, if any.

(E) Other pertinent data.

(d) Only the schedule contracting officer may modify the contract to terminate for cause any, or all, supplies or services covered by the schedule contract. If the schedule contracting officer has terminated any supplies or services covered by the schedule contract, no further orders may be placed for those items. Orders placed prior to termination for cause shall be fulfilled by the contractor, unless terminated for the convenience of the Government by the ordering activity contracting officer.

8.406-5 TERMINATION FOR THE GOVERNMENT'S CONVENIENCE

(a) An ordering activity contracting officer may terminate individual orders for the Government's convenience. Terminations for the Government's convenience shall comply with FAR [12.403](#).

(b) Before terminating orders for the Government's convenience, the ordering activity contracting officer shall endeavor to enter into a "no cost" settlement agreement with the contractor.

(c) Only the schedule contracting officer may modify the schedule contract to terminate any, or all, supplies or services covered by the schedule contract for the Government's convenience.

8.406-6 DISPUTES

(a) Disputes pertaining to the performance of orders under a schedule contract.

(1) Under the Disputes clause of the schedule contract, the ordering activity contracting officer may—

(i) Issue final decisions on disputes arising from performance of the order (but see paragraph (b) of this section); or

(ii) Refer the dispute to the schedule contracting officer.

(2) The ordering activity contracting officer shall notify the schedule contracting officer promptly of any final decision.

(b) *Disputes pertaining to the terms and conditions of schedule contracts.* The ordering activity contracting officer shall refer all disputes that relate to the contract terms and conditions to the schedule contracting officer for resolution under the Disputes clause of the contract and notify the schedule contractor of the referral.

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

(d) *Alternative dispute resolution.* The contracting officer should use the alternative dispute resolution (ADR) procedures, to the maximum extent practicable (see [33.204](#) and [33.214](#)).

BROADHEAD + CO LABOR CATEGORY RATES

Overview of Broadhead + Co Special Item Number (SINs): 541 1, 541 2, 541 3*, 541 4A, 541 4B, 541 4C, 541 4F* & 541 5 for Advertising & Integrated Marketing Solutions (AIMS) Services Offering

Order #	Labor Category Title	Broadhead + Co Off-Site Rates 7/15/2008
BH001	Creative Director	\$215.37
BH002	Sr. Project Manager	\$177.08
BH003	Public Relations Manager	\$177.08
BH004	Creative Copywriter	\$177.08
BH005	Streaming Media Producer	\$167.51
BH006	Senior Video Producer	\$167.51
BH007	Video Editor	\$143.58
BH008	Creative Art Director	\$177.08
BH009	Project Manager	\$129.22
BH010	Interactive Project Manager	\$129.22
BH011	Public Relations Specialist	\$90.93
BH012	Web Programmer	\$143.58
BH013	Web Developer	\$119.65

***Broadhead + Co Off-Site Rates are at the Broadhead + Co Site**

Note: All non-professional labor categories must be incidental to and used solely to support Advertising & Integrated Marketing Solutions (AIMS) Services and cannot be purchased separately.

For additional information please contact Dean Broadhead at the Broadhead + Co GSA Technical Assistance Department at dbroadhead@BroadheadCo.com, Phone (612) 617-7936 or Fax (612) 623-4810.

**PLEASE SEE PAGE 31 OF THIS PRICELIST FOR
ADDITIONAL PRODUCTS AND SERVICES
OFFERED BY BROADHEAD + CO**

BROADHEAD + CO LABOR CATEGORY DESCRIPTIONS

ORDER #	LABOR CATEGORY TITLE	MINIMUM EXPERIENCE	MINIMUM EDUCATION	FUNCTIONAL RESPONSIBILITIES
BH001	Creative Director	15 years of project related experience	Bachelor's degree	Provide executive/corporate level guidance in the development and execution of creative strategy and concepts.
BH002	Sr. Project Manager	10 years of project related experience	Bachelor's degree	Responsible for overall direction, control and reporting of multiple projects. Provide technical and management guidance to ensure all schedule and cost objectives are achieved successfully. Develop project documentation including budgets, project schedules and various planning and implementation documents.
BH003	Public Relations Manager	10 years project related experience	Bachelor's degree	Provide executive/corporate level guidance to multifaceted and multi-disciplined public relations projects. Develop communications strategy for clients.
BH004	Creative Copywriter	5 years experience project related experience	Bachelor's degree	Responsible for the creation and management of scripts for advertising aspects.
BH005	Streaming Media Producer	5 years of project related experience	Bachelor's degree	Responsible for production, management of online video content. Provides secure encoding and hosting of video on the web.
BH006	Senior Video Producer	10 years of project related experience	Bachelor's degree or equivalent experience	Responsible for oversight and vision for video storytelling process. Provides storyboard and creative concepts.
BH007	Video Editor	5 years of project related experience	Bachelor's degree or equivalent experience	Responsible for assembling the final product as a sequence consisting of shots from the raw camera footage, dialogue, sound effects and graphics.
BH008	Creative Art Director	15 years of project related experience	Bachelor's degree	Responsible for creation and execution of artwork for advertising aspects.
BH009	Project Manager	3 years of project related experience	Bachelor's degree	Responsible for the implementation of project guidelines and strategy. Direct oversight of personnel involved in multiple projects.

ORDER #	LABOR CATEGORY TITLE	MINIMUM EXPERIENCE	MINIMUM EDUCATION	FUNCTIONAL RESPONSIBILITIES
BH010	Interactive Project Manager	5 years of project related experience	Bachelor's degree	Responsible for managing projects from strategy (scope, architecture, media, etc), creative development, programming, trafficking and to pushing projects live. This person is also responsible for keeping the project on schedule and on time, and coordinating with directly with the client for approvals.
BH011	Public Relations Specialist	3 years of project related experience	Bachelor's degree	Assists PR Manager in the implementation of strategy, i.e., creation of news releases, story pitching.
BH012	Web Programmer	3 years of project related experience	Bachelor's degree	Responsible for back-end coding of a project (website, video, etc), applying the CMS tool functionality, encoding video, setting up the server(s) and pushing the project live. This person coordinates with the Web Developer and Interactive Project Manager to ensure the design & formatting is set-up properly.
BH013	Web Developer	5 years of project related experience	Bachelor's degree	Responsible for establishing the look/feel of the creative of the interactive projects and coordinates with the Web Programmer to setup the back-end coding and push things live. The Web Developer also often handles Flash and HTML development.

BROADHEAD + CO
LABOR CATEGORY SUBSTITUTIONS INFORMATION

Broadhead + Co will provide only people who meet or exceed the minimum qualifications within the labor category descriptions stated herein. Broadhead + Co labor categories provide for substituting experience for minimum education requirements and substituting educational degrees for years of experience. These substitutions are allowed for all Broadhead + Co labor categories unless specified in the description.

ALLOWABLE SUBSTITUTIONS

The table below presents the allowable substitutions based on the education and experience of the labor categories in the Pricelist. Experience should be professional and job related, however it does not have to be specific to the project to be accomplished. However, if a degree is used in place of experience, the degree should be related to the project or task.

DEGREE	DEGREE AND EXPERIENCE & EDUCATION SUBSTITUTIONS	RELATED CERTIFICATION SUBSTITUTIONS
	In general, where it is not stated, the following experience table may be substituted for not having the required degree, unless otherwise specified in the job description.	
Associate's	2 years relevant experience	Trade/Vocational School or Technical Training or Military Training in relevant field
Bachelor's	Associate's + 4 years relevant experience 6 years relevant experience	Professional or Industry Standard Technical Certification in a relevant field. (e.g. MCSE, CCNP, CNA, CNE)
Master's	Bachelor's + 4 years relevant experience Associate's + 8 years relevant experience 10 years relevant experience	Professional License [e.g. Professional Engineer, Registered Communications Distribution Designer (RCDD), Certified Professional Logistician (CPL)]
Doctorate	Master's + 4 years relevant experience Bachelor's + 8 years relevant experience 14 years relevant experience	

**USA COMMITMENT TO PROMOTE SMALL BUSINESS
PARTICIPATION PROCUREMENT PROGRAMS PREAMBLE**

Broadhead + Co provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Dean Broadhead at the Broadhead + Co GSA Contracts department at Phone: (612) 617-7936; Fax: (612) 623-4810; Email: dbroadhead@Broadheadco.com

**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 from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 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

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule 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:

MODEL NUMBER/PART 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 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, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (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 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.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENT”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

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

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.



Corporate Headquarters:
123 North Third Street, Suite 507
Minneapolis, MN 55401

Voice (612) 617-7936
Fax (612) 623-4810

BROADHEAD + CO PRODUCTS AND SERVICES



Part Number	Quantity	Unit of Issue	Product / Service Name	Product / Service Description	GSA Price	Production Point
BH014	1	EA	Sell Sheet: 1 page, 4 color. Quantity 5,000	Can include copywriting, project management, design, photography and printing costs.	\$5,743.07	US
BH015	1	EA	Tri-fold brochure: 6-panel, 4 color brochure. Quantity 5,000	Can include copywriting, project management, design, photography and printing costs.	\$16,272.04	US
BH016	1	EA	Print ad: Page, 4 color	Can include creative concepting, copywriting, art direction, project management, photography and/or original artwork, color corrections, retouching and ad materials.	\$28,715.37	US
BH017	1	EA	Radio spot: :30 or :60 produced radio spot with multiple talent and effects	Can include project management, copywriting, broadcast production, talent, studio rental, production and residuals.	\$17,229.22	US
BH018	1	EA	Direct Mail: Flat mailer including envelop, brochure and letter. Quantity 3,000	Can include project management, creative concepting, copywriting, art direction, photography and/or original artwork, list rental, postage and printing.	\$18,664.99	US