

Creating Procurement Packages



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Creating Procurement Packages

Types of Packages

Purchase Order (PO)

Agreements

- Assistance Agreement (AA)
- Inter/Intra-Agency Agreement (IA)

New Document

Purchase Order

- Requisition *
- Proposal ** or [Statement of Work](#) * (if applicable)

Assistance Agreement

- Requisition *
- Post on Grants.gov
- [Statement of Programmatic Involvement \(SPI\)](#) *
- Proposal ** or [Statement of Work \(SOW\)](#) * (if applicable)
- [Application for Federal Assistance \(SF-424\)](#) **
- [Budget Information – Non Construction Programs \(SF-424A\)](#) **
- [Assurances – Non Construction Programs \(SF-424B\)](#) **
- [Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements, and Lobbying \(DI-2010\)](#) **

Inter/Intra-Agency Agreement

- Requisition *
- [Economy Act of Determination](#) *
- [IGO Articles](#) *
- Budget Information **

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** Requesting Agency or Institution Fills Out

Modification

Assistance Agreement

- Requisition *
- [Statement of Programmatic Involvement \(SPI\)](#)
- Proposal ** or [Statement of Work](#) * (if applicable)
- [Application for Federal Assistance \(SF-424\)](#) **
- [Budget Information – Non Construction Programs \(SF-424A\)](#) **
- [Assurances – Non Construction Programs \(SF-424B\)](#) **

Inter/Intra-Agency Agreement

- Requisition *
- [IGO Articles](#) *
- Budget Information **

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Project Title

Statement of Work

I. Statement of Joint Objectives

A. Purpose.

B. Objective.

II. Project Management Plan

A. The (Institution) agrees to:

- 1.
- 2.

B. The Bureau of Land Management agrees to:

- 1.
- 2.

III. Deliverables and Reports

A. Specify deliverables and reports.

Project Title
Technical Evaluation

Does it meet the needs of the Bureau of Land Management?

Is the work proposed suitable?

Why should this be funded?

**STATEMENT OF PROGRAMMATIC INVOLVEMENT
FOR A PROPOSED ASSISTANCE AGREEMENT (AA)**

Proposed recipient:

Estimate BLMs costs over the life of the AA:

Estimate the recipient's contribution over the life of the AA:

What is the Legislative Authority that authorizes BLM to enter into this AA?

How does this authority apply to the proposed AA?

What is the principle purpose of this AA?

What is the public purpose of support or stimulation to be accomplished?

What will BLM transfer of value to the recipient?

What is BLMs involvement during performance of the project?

Justification for Noncompetitive Federal Assistance:

Does the applicant have a capability which is important to the special effort and one that makes them clearly more desirable than another organization in the same general field? If yes, what are they?

Does the applicant possess prior experience of a highly specialized nature, not possessed by others, which is vital to the effort? If yes, what is the specialized experience and how was this determined?

Does the applicant have personnel considered predominant experts in the particular field, or facilities and test equipment which are specialized and vital to the effort? If yes, who and/or what are they?

Does the applicant have a substantial investment of some kind which would need to be duplicated at Government expense by another organization entering the field? If yes, explain.

Is the effort a continuation of a previous effort performed by the applicant? If yes, explain.

Are there any unique factors to be considered? If yes, what are they?

Assistance Representative: _____
Signature

_____ Date

Comment [COMMENT1]: This is the programmatic questionnaire that must be completed by the Assistance Representative to determine the type of instrument needed to fund your project. This information meets the requirement so the agreement does not require review by the Office of the Solicitor. From the information contained in this Statement of Programmatic Involvement, the Assistance Officer will complete the Instrument Selection Determination. The Assistance Officer will determine if this is a contract, cooperative agreement or a grant from the information you provide. ... [1]

Comment [COMMENT2]: State the name of the proposed recipient, the type of organization and how it is ... [2]

Comment [COMMENT3]: Estimate the total dollar value for BLM over the life of the agreement. List the total dollars that BLM ... [3]

Comment [COMMENT4]: Estimate the total dollar value over the life of the agreement of the recipient's matching funds ... [4]

Comment [COMMENT5]: List only Public Laws by name and their identifying number and section that specifically authorize BLM ... [5]

Comment [COMMENT6]: State how the legislative authority applies to this agreement. In other words if the authority is FLPMA, and it is for the "protection" of the public land ... [6]

Comment [COMMENT7]: Why are we helping the proposed recipient do something they could not do on their own? In other words, why do they want to do this project?

Comment [COMMENT8]: Provide an explanation of why this project is for public support or stimulation and not a direct ... [7]

Comment [COMMENT9]: Is there anything besides money BLM will give or share with the proposed recipient?

Comment [COMMENT10]: Will BLM employees be involved with the proposed recipient during performance of this effort? If yes, explain the involvement. Or will BLM just ... [8]

Comment [COMMENT11]: Listed below are some reasons for determining that this is the only recipient for this proposed ... [9]

Comment [COMMENT12]: After reviewing the SPI, the Assistance Officer will determine if there is enough information to answer the findings below. If more information ... [10]

INSTRUMENT SELECTION DETERMINATION

FINDINGS:

Based on the above findings in the Statement of Programmatic Involvement, there is:

- Legislative authority to enter into an assistance agreement;
- There is a public purpose of support or stimulation;
- BLM is transferring something of value;
- BLMs involvement is substantial; and
- There is justification for a noncompetitive award because

DETERMINATION:

Based on the above findings, I have determined that a _____ will be awarded to _____.

Requested/Approved By:

Assistance Officer _____
Date

Approved/Concurrence By:

Procurement Analyst _____
Date

If Required

Approved:

Procurement Analyst (WO-850) _____
Date

Comment [COMMENT13]: If you needed additional information from the AR to make your determination you may want to say something like the following:

"Based on the above findings in the Statement of Programmatic Involvement and discussions held with the Assistance Representative, name, there is:"

Comment [COMMENT14]: If enough information is contained in the SPI and all the findings below are accurate you may just use as is. If more information is needed or corrections need to be made, just add to the statements requiring more or justify why you believe the statement is true.

Comment [COMMENT15]: Legislative Authority: If the SPI doesn't explain how the authority applies then explain, ie. if FLPMA is the authority, is it for the manage [11]

Comment [COMMENT16]: If the SPI doesn't explain well enough you need to expand why we are going to enter into this [12]

Comment [COMMENT17]: How much will BLM reimburse the recipient for completing the project. Are there other expenses BLM will have?

Comment [COMMENT18]: If the AR has not explained the level of involvement well enough in the SPI you may want to talk [13]

Comment [COMMENT19]: The first priority is to advertise and seek competition for all agreements. Since competition is encouraged but not required there must be justification [14]

Comment [COMMENT20]: Add anything else you feel is appropriate in your findings to make your determination below.

Comment [COMMENT21]: Fill in the blanks to this sentence. Will it be a contract, cooperative, or grant agreement? If it will [15]

Comment [COMMENT22]: The Assistance Officer signs here and is the person who writes and approves the ISD.

Comment [COMMENT23]: Approval is required by the State Procurement Analyst or Chief of the Contracting Office for [16]

Comment [COMMENT24]: Washington Office approval is required if the AA will exceed \$100,000 over the life of the agreement [17]

ECONOMY ACT DETERMINATION

(31 U.S.C. 1535, 48 CFR 17.503)

Federal Agencies may place orders for goods or services within the agency or with another Federal Agency if:

The amount is available and legal authority exists for the appropriation.

1. (Office) has a requirement for (brief description of supplies or services in support of (describe program, project, mission). The estimated total cost of the (supplies or services) is (estimated cost). Funding in the amount of (dollar amount) is available, and legal authority exists for this appropriation.

The ordering agency (requesting agency) decides that the appropriation is in the best interest of the U.S. Government.

2. This order is in the best interest of the United States Government.

The agency to fill the order (servicing agency) is able to provide or get by contract the ordered goods or services.

3. The (Agency) is especially well suited and able to (provide or get by contract) the required (goods or services).

The ordering agency decides the ordered goods or services cannot be provided by commercial sources as conveniently or as cheaply.

4. It is (more convenient or least costly) to acquire the (supplies/services) from the (Agency) than from a commercial firm. The (Agency) is especially suited and available to (provide or perform) the (supplies or services) because (state circumstances such as legislative mandates to do similar work, only source with capabilities or facilities, etc., which make it impractical to award a contract to a commercial source vs. a Federal source. If the basis is cost, attach a cost comparison.)

The servicing agency is under the same limitations of the use of the funds as would be the agency to whom the funds were appropriated (requesting agency).

5. This action does not conflict with any other Federal Agency's authority or responsibility.

Signature of requester and date

Signature of Contracting Officer and date

Signature of reviewer and date

Signature of Solicitor (if required)

I. ¹PROJECT TITLE:

*(Provide a brief description of the project, items to be purchased, or services to be performed.)

II. OBJECTIVE:

*(State the end purpose(s) of the IGO.)

III. STATEMENT OF WORK:

*(Describe separately the work required of the Seller (Servicing agency) and the Buyer (Requesting Agency - BLM). Reference should be made to attachments as appropriate.)

A. [*SELLER] agrees to:

1. Provide _____.

2. Deliverables to include:

_____.

Note: Responsible official for the SELLER is to ensure all personnel who work on this project and any expenses incurred are charged to the account classification number identified in the IGO.

B. [*Buyer] agrees to:

1. Provide _____.

IV. REPORTS:

*(Identify the kind, identification, coverage, delivery, and review requirements for any written reports required. Also, identify number of copies and if they are needed on floppy disk, etc., and dates needed.)

V. AVAILABILITY OF APPROPRIATED FUNDS

The ability of the parties to carry out their responsibilities under this IGO is subject to their respective funding procedures and the availability of appropriated funds. Should

¹ All required IGO data elements must be provided in the IGO articles, or on attached BLM Form 1681-3)

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either party encounter budgetary problems in the course of its respective internal procedures which may affect the activities to be carried out under this IGO, that party will notify the other party in writing in a timely manner.

Available funding provided by the BUYER under this IGO expires _____. (Buyer to identify the expiration of funding, e.g. appropriation good for 1 year, 2 years or no-year funding).

VI. ADVANCE FUNDING (ADVANCE PAYMENT)

[Include this section, if applicable] (If advance funding is authorized by law and required, the authorizing statute will be cited in this section). (Advance payment for service orders allowed only when explicitly required by law. Advances will be permitted for goods that exceed \$1,000,000. The advance may not exceed 50 percent of the order amount. Unless explicitly required by law, there will be no advance for orders for goods that are less than \$1,000,000.

VII. SETTLEMENT OF DISPUTES

The parties under this IGO are responsible for resolving any disputes that may arise within 30 business days of the billing date. If the dispute can not be resolved within this period, then the matter will be referred the following business day to the Department of Interior Financial Management Office (PFM).

FINANCIAL ARRANGEMENTS (PAYMENT):

This [*IGO] is not to exceed the amount as stated herein [inclusive of all Modifications.]. The charges for goods/services will include both direct and indirect costs applicable to this IGO. (BLM requires the specific Indirect Cost Rate to be identified in this section. If you have received approval from the Bureau Budget Officer to waive or reduce the Indirect Cost Rate, indicate so in this section). For (WO800) time and materials based IGOs, the final charge for the work will be based on the actual costs incurred. For fixed price IGOs, the final charge will be the charge negotiated between the [*BUYER] and the [*SELLER]. When advance payment has been made on a reimbursable based IGO and the actual costs are less than the estimate, the difference will be refunded.

The [*SELLER] will submit their billing through the Intra-governmental Payment and Collection (IPAC) system or the Intra-governmental Transaction Portal – whichever is applicable. The bill will reference the BUYER'S Dun & Bradstreet Number, the Requesting Agency Location Code (ALC), the Treasury Account Symbol, the Accounting Classification Reference Code(s), the Obligating Document Number, a brief

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description of the service performed, and the Accounts Payable POC name and phone number.

A copy of the supporting documentation will be forwarded to the BLM initiating office when the bill is prepared. Payments will be made [*state the frequency of payment – monthly, quarterly, semi-annually or upon delivery (choose one method) (*Note: to CO: recommend coordination with SELLER's billing POC to discuss billing frequency. BLM will bill monthly.)

The BLM shall not be obligated to pay for, nor will the [*SELLER] be obligated to perform any effort that will require the expenditure of Federal funds above the amount obligated.

Seller agrees to bill prior to the 25th day of each month. The Seller will not issue any bills during the last five days of the month.

VIII. TERM OF IGO:

This IGO shall become effective upon signature by both parties (Buyer and Seller) and shall remain in effect until *date, unless terminated in accordance with paragraph VII. The effective date will be determined based upon the last party who signed and dated the IGO.

IX. TERMINATION:

This IGO may be terminated by either party upon * days written notice. If the IGO is cancelled by the [*BUYER], the [*SELLER] will be reimbursed for costs incurred prior to cancellation, plus any termination costs. All costs claimed by the SELLER must be itemized and furnished to the BUYER.

X. MODIFYING THE IGO

Either party under this IGO may propose to make changes under this IGO by notifying the other party in writing. All changes under this IGO must be modified and agreed upon by both parties in writing.

XI. POINTS OF CONTACT:

Changes to the Points of Contact identified below may be made by written notification to each of the parties under this IGO.

REQUESTING AGENCY (BUYER)

SERVICING AGENCY (SELLER)

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Technical Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

Technical Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

REQUESTING AGENCY (BUYER)

SERVICING AGENCY (SELLER)

Contracting Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

Budget Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

Payment Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

Billing Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

Optional IGO (Inter/Intra Agency) Articles: [Include if applicable]

____. QUALITY ASSURANCE

The purpose of the quality assurance (QA) program is to establish procedures for performing high-quality work on projects and to ensure that the planned procedures are being followed during the course of the work. QA procedures will be followed with regard to data collection, text revisions, and records retention. [* List quality assurance procedures, as applicable.]

____. PROPERTY MANAGEMENT - DISPOSITION

A. Unless expressly authorized by the [*BUYER] in advance, the [*SELLER] will not be reimbursed or use funds made available under this IGO for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction, or expansion.

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B. If the SELLER acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under (A) above, except as may be otherwise agreed by the [*BUYER] and the [*SELLER],

1. The title thereto will vest in the [*BUYER];
2. The [*SELLER] will be responsible for the maintenance and safeguarding thereof; and
3. The [*SELLER] will maintain a record in such a manner as to insure adequate control and accounting satisfactory to the [*BUYER].

____. PATENTS

Whenever an invention or discovery is made or conceived by an employee, a consultant, or a contractor of the [*SELLER] in the course of or under the terms of this IGO, the [*SELLER] will furnish the [*BUYER] with complete information thereon; and the [*BUYER] will have the sole power to determine whether or not, and where a patent application will be filed, and to determine the disposition of the title to any rights under any application or patent that may result. The judgment of the [*BUYER] on these matters will be accepted as final; and the [*SELLER], for itself and for its employees, consultants, or contractors will agree that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the [*BUYER], including aiding the [*BUYER] (at Government expense by proper arrangements) in the prosecution of applications for the patents and in the defense of the Government's rights in any country.

For Signatures refer to the cover Inter/Intra-Agency Agreement Form
Buyer is Authorizing Officer of Originating Agency
Seller is Authorizing Officer of Performing Agency

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Page 6: [1] Comment [COMMENT1] COMMENT 11/9/2004 2:06:00 PM

This is the programmatic questionnaire that must be completed by the Assistance Representative to determine the type of instrument needed to fund your project. This information meets the requirement so the agreement does not require review by the Office of the Solicitor. From the information contained in this Statement of Programmatic Involvement, the Assistance Officer will complete the Instrument Selection Determination. The Assistance Officer will determine if this is a contract, cooperative agreement or a grant from the information you provide to the following questions.

Page 6: [2] Comment [COMMENT2] COMMENT 11/9/2004 2:06:00 PM

State the name of the proposed recipient, the type of organization and how it is organized, i.e. State Agency, non-profit organization, State University, corporation etc..

An example is "The Peregrine Fund, Inc., a nonprofit corporation incorporated in the State of Pennsylvania under the Internal Revenue Service Code, 26 USC, Section 501(c)(3)."

If an organization is an IRS (c)(4) organization you can not award an agreement to them. The Simpson-Craig Amendment to P.L. 104-65, Section 18, states "An organization described in Section 501 (c)(4) of the Internal Revenue Service Code of 1986 which engages in lobbying activities shall not be eligible for the receipt of Federal funds constituting an award, grant, contract, loan, or any other form." **Proposed recipient:**

Page 6: [3] Comment [COMMENT3] COMMENT 11/9/2004 2:06:00 PM

Estimate the total dollar value for BLM over the life of the agreement. List the total dollars that BLM will reimburse the recipient for which they will have allowable, allocable, and reasonable expenses. If there are other costs to BLM list them in addition to the dollars. If this agreement will last more than one year explain how long – not to exceed five years.

Page 6: [4] Comment [COMMENT4] COMMENT 11/9/2004 2:06:00 PM

Estimate the total dollar value over the life of the agreement of the recipients matching funds or contribution. If there are other costs to the recipient, that will be dedicated to this project, list those in addition to the dollars. This includes in-kind services. Only costs that the recipient incurred will be reimbursed but may be counted as matching funds.

Page 6: [5] Comment [COMMENT5] COMMENT 11/9/2004 2:06:00 PM

List only Public Laws by name and their identifying number and section that specifically authorize BLM to enter into the proposed agreement. An example is FLPMA which states "the Secretary may enter into contracts and cooperative agreements for the

management, protection, development and sale of public lands".
Then in the next question, state how the legislative authority applies to this agreement. In other words if the authority is FLPMA, and it is for the "protection" of the public lands, how will this proposed agreement protect the public lands.

Page 6: [6] Comment [COMMENT6] COMMENT 11/9/2004 2:06:00 PM

State how the legislative authority applies to this agreement. In other words if the authority is FLPMA, and it is for the "protection" of the public lands, how will this proposed agreement protect the public lands.

Page 6: [7] Comment [COMMENT8] COMMENT 11/9/2004 2:06:00 PM

Provide an explanation of why this project is for public support or stimulation and not a direct benefit to the BLM or the Government. In other words, if this project is a BLM requirement, then it cannot be an assistance agreement. It then must be a contract.

Page 6: [8] Comment [COMMENT10] COMMENT 11/9/2004 2:06:00 PM

Will BLM employees be involved with the proposed recipient during performance of this effort? If yes, explain the involvement. Or will BLM just reimburse the proposed recipient for the costs they incur during the performance as stated in the Project Management Plan.

Page 6: [9] Comment [COMMENT11] COMMENT 11/9/2004 2:06:00 PM

Listed below are some reasons for determining that this is the only recipient for this proposed project. Use any or all statements below that are appropriate or add your own statement(s). Delete the statements that do not apply. Or better yet, state that the Assistance Officer should seek competition for this proposed agreement.

Page 6: [10] Comment [COMMENT12] COMMENT 11/9/2004 2:06:00 PM

After reviewing the SPI, the Assistance Officer will determine if there is enough information to answer the findings below. If more information is needed to make the determination, talk with the AR to make sure you understand what the AR wants to accomplish. Don't make the AR rewrite the SPI unless it is so far off base that you will never be able make your determination without the rewrite. Most of the time by just talking to the AR you can get answers to the questions you still have and just document your discussions when answering the findings below.

Page 7: [11] Comment [COMMENT15] COMMENT 11/9/2004 2:06:00 PM

Legislative Authority: If the SPI doesn't explain how the authority applies then explain, ie. if FLPMA is the authority, is it for the management, protection, development, or sale of public lands. **What is the specific**

authority, listed by Public Law, Number, and Section, and how does it apply to this agreement?

If the authority is Federal Oil & Gas Royalty Management Act (FOGRMA), is the agreement with a State or Indian Tribe and is it to share oil or gas royalty management information, to carry out inspection, auditing, investigation, or enforcement activities?

These are just a couple of samples of the questions that should be answered here if not answered in the SPI.

Page 7: [12] Comment [COMMENT16] COMMENT 11/9/2004 2:06:00 PM

If the SPI doesn't explain well enough you need to expand why we are going to enter into this agreement. It can't be for the direct benefit or use of the Government. It can't be for something we are required to do. The reason must be to get the recipient to do something they want to do but would or could not do without our help. On the other hand we can't do something for which we gain no benefit or else we shouldn't be doing it in the first place.

Page 7: [13] Comment [COMMENT18] COMMENT 11/9/2004 2:06:00 PM

If the AR has not explained the level of involvement well enough in the SPI you may want to talk to them and explain further here to make a case for your decision whether this is a cooperative or grant agreement.

Page 7: [14] Comment [COMMENT19] COMMENT 11/9/2004 2:06:00 PM

The first priority is to advertise and seek competition for all agreements. Since competition is encouraged but not required there must be justification either in the SPI or in the ISD why you will not be obtaining competition.

Page 7: [15] Comment [COMMENT21] COMMENT 11/9/2004 2:06:00 PM

Fill in the blanks to this sentence. Will it be a contract, cooperative, or grant agreement? If it will be an assistance agreement, to whom will the award be made?

Page 7: [16] Comment [COMMENT23] COMMENT 11/9/2004 2:06:00 PM

Approval is required by the State Procurement Analyst or Chief of the Contracting Office for all agreements regardless of the value. Approval must be obtained before you start drafting the agreement.

Page 7: [17] Comment [COMMENT24] COMMENT 11/9/2004 2:06:00 PM

Washington Office approval is required if the AA will exceed \$100,000 over the life of the agreement including all modifications and task orders.