

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE U.S. GENERAL SERVICES ADMINISTRATION (GSA)
AND
THE U.S. OFFICE OF PERSONNEL MANAGEMENT (OPM)

- 1. PURPOSE.** The purpose of this agreement is to establish a partnership between GSA and OPM to transition OPM's Training and Management Assistance (TMA) contract to a GSA-OPM jointly managed contract solution.
- 2. SCOPE.** The new acquisition solution will continue providing Federal agencies with rapid, compliant access to quality human capital and training solutions while achieving government-wide savings and efficiencies through adopting the concepts of Federal strategic sourcing. OPM and GSA will aspire to establish a joint replacement vehicle for the TMA contract and transition to the new vehicle by Q2 FY 15 to maintain customer continuity/reduce contracting burden. To establish the base contract, GSA will manage the mechanics of the acquisition, and OPM will manage the content (Subject Matter Expertise / program support) of the requirement and work with GSA on the evaluation of offers. The contract will be available to all Federal agencies. GSA and OPM will share revenue, expense, and responsibility of contract administration. OPM will continue its role to provide assisted acquisition through the new contract solution and GSA will refer assisted acquisition requirements within scope to OPM.
- 3. RESPONSIBILITIES.** GSA and OPM agree to undertake the following responsibilities:

 - OPM will share current TMA program requirements, data and lessons learned with GSA.
 - GSA and OPM will jointly agree on an acquisition strategy that will be broad enough to encompass the OPM requirements and possible scope to be included in Key Decision Point (KDP)-2 for the Human Resource Services and Training Federal Strategic Sourcing Initiative (FSSI). Both GSA and OPM, along with the Department of Army, have been identified as co-leads for this initiative.
 - The contract will include requirements to ensure high quality solutions that are aligned with the OPM Human Capital Assessment and Accountability Framework (HCAAF).
 - OPM and GSA will seek to establish a contract that enables maximum flexibility and value through its scope and ordering authorities.
 - GSA will lead the procurement effort to establish the base acquisition vehicle, and OPM will provide representatives to serve with GSA on the technical evaluation board.
 - OPM representatives will lead the review of technical proposals submitted in response to the solicitation, given OPM expertise in human capital and training requirements.
 - GSA will administer the base acquisition vehicle.
 - GSA will coordinate with OPM on any proposed modifications to the base acquisition vehicle, except those required by regulation and/or law.

- OPM and GSA will explore ways to include on- and off-ramps to the base acquisition vehicle.
- The solution will contain a delegated procurement authority (DPA) provision. Roles and responsibilities in the DPA process to be determined by the successor working group.
- GSA and OPM will jointly market the vehicle to customers.
- OPM will be the lead agency to provide assisted acquisition service to Federal agencies using the established contract vehicle and GSA will refer assisted acquisition requirements within scope to OPM.
- GSA and OPM will set up multiple Joint Working Groups (JWGs) to develop details in (but not limited to) the following areas:
 - Fee: a fee sharing mechanism with the details based on requirements and anticipated workload.
 - Acquisition Requirements: discussion such as what the current TMA vehicle provides and what it does not (Fixed Price, T&M, etc.) as well as type of acquisition, i.e., Blank Purchase Agreement (BPA) off Multiple Award Schedules (MAS), new MAS Special Item Numbers (SINs), Indefinite Delivery Indefinite Quantity (IDIQ) Request for Proposal (RFP), etc.
 - Post-Award Administration: DPA requirements and data and contract Administration.
 - Specific Roles and Responsibilities: specific language and definitions around roles and responsibilities covering all aspects of protests and claims (including costs) with respect to the establishment of the base contract and use via DPA.
- Decisions reached by JWGs that are mutually agreed to will be appended to this MOU after appropriate legal review and agreement of principal points of contact listed below.

4. AGREEMENT AND ADMINISTRATIVE. This agreement shall be in effect from the date of signature of this MOU and may be amended or terminated with Section 5.

5. DURATION AMENDMENT AND TERMINATION. The MOU will remain in effect for the duration of the GSA successor contract vehicle, including options. The MOU may be amended in writing upon the mutual written consent of both principal points of contact listed below. Either GSA or OPM may terminate the MOU with 60 calendar days' written notice to the other party.

6. MODIFICATION. Any modification to this MOU must be executed in writing and signed by an authorized representative of GSA and OPM.

7. ACCOUNTABILITY AND OVERSIGHT. The parties agree to implement this MOU and work to a solution and path forward for the initiatives listed above, and further defined via JWGs.

8. LEGAL EFFECT. This MOU is strictly for internal management purposes of GSA and OPM. It is not legally enforceable and shall not be construed to create any legal obligation on GSA and OPM. This MOU shall not be construed to provide a private right or cause of action by or for any person or entity. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting GSA or OPM from conducting normal operations or making decisions in carrying out their mission and duties.

9. RELEASE OF INFORMATION TO THE PUBLIC AND MEDIA. GSA and OPM may, consistent with Federal law, release general information regarding its own participation in this MOU. To the extent that a participant of the other party to this MOU is included in a public or media release, GSA and OPM will seek to consult with each other prior to any such release, consistent with GSA's and OPM's respective policies.

10. POINTS OF CONTACT. Principal points of contact are:

- GSA's Points of Contact:

Jim Ghiloni
Director (Acting), Office of Acquisition Operations
Office of General Supplies and Services
Federal Acquisition Service
U.S. General Services Administration

Robert Woodside
R2 FSSI Program Director
Federal Acquisition Service
U.S. General Services Administration

- OPM Points of Contact:

George Price
Deputy Associate Director
Training Management Assistance Program
Human Resources Solutions
U.S. Office of Personnel Management

Nina Ferraro
Senior Procurement Executive
Deputy Director
Facilities, Security and Contracting
U.S. Office of Personnel Management

11. SIGNATORY AUTHORITY. Approved and authorized on behalf of GSA and OPM:

GSA

By: _____
DAN TANGHERLINI
Administrator
U.S. General Services Administration
1800 F Street, N.W.
Washington, DC 20405

Date: _____

OPM

By: _____
KATHERINE ARCHULETA
Director
U.S. Office of Personnel Management
1900 E Street, N.W.
Washington, DC 20415

Date: _____