**General Services Administration**

Federal Acquisition Service  
Technology Transformation Services

1800 F St NW | Washington, DC | 20405

**Office of Head Start Training and Technical Assistance Data Platform**

**Appendix 7**

**Contractor Team Arrangement Agreement Elements**

**RFQOHS**

Schedule Contractor 1:

Schedule Contractor 2:

Schedule Contractor 3: (*as applicable, remove if not*):

**Schedule contractors are proposing a Contractor Team Arrangement (CTA) as evidence by this CTA document.**

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# Elements

This CTA Agreement document is developed solely by the team partners and submitted to TTS as part of the response to the solicitation. GSA recommends, at a minimum (additional items may be added by the team to ensure a clear and concise document), the following items be addressed in the agreement:

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| **Duration of the Agreement** |
| **Helpful Instructions:** Define the duration of the partnering agreement, identify any options, and describe how each option will work. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Team Leader** |
| **Helpful Instructions:** Provide a detailed outline of Team Leader responsibilities and specify the contractor who will perform as the Team Leader. If the Team Leader will change throughout the order performance period, the document should describe the reasons for such changes and how the Team Leader will be designated during order performance. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Team Members** |
| **Helpful Instructions:** Specify the responsibilities of each Team Member and any limitations on those responsibilities. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Communications** |
| **Helpful Instructions:** CTAs should outline points of contact for each Team Member (contractor). Since the government has privity with all Team Members, the buyer may communicate directly with CTA Team Members. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Invoicing and Payments** |
| **Helpful Instructions:** Designate team responsibilities for invoicing and payment. The CTA document should clearly indicate that all Team Members agree to the method of payment. The CTA Agreement should acknowledge that the Team Members, without any involvement by the government, would resolve any dispute involving the distribution of payment between the Team Leader and the Team Members. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Legal Relationship** |
| **Helpful Instructions:** The CTA document must not create a joint venture or separate subsidiary. Each Team Member is operating as a “prime” for the portion of work they are performing. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Delivery Responsibility** |
| **Helpful Instructions:** State whether the Team Leader or each member is responsible for a particular part of the project, so that delivery responsibility is clearly established. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Confidential Information** |
| **Helpful Instructions:** Identify any proprietary information and specify how such proprietary information and related rights will be managed. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Identification of Parties** |
| **Helpful Instructions:** The CTA Agreement should:   * + Be documented in writing and signed by each participating GSA Schedule contractor   + Identify each member of the CTA by name, address, GSA Schedule contract number, and Point of Contact (POC)   + State the name and address of the ordering activity   + State that the agreement is solely between the team members |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Conflicting Terms** |
| **Helpful Instructions:** The CTA Agreement shall not conflict with the terms and conditions of each team member’s FSS contract. In the event of a conflict, the FSS contract shall take precedence. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Specific Team Activities** |
| **Helpful Instructions:** State the various types of activities that will be incorporated into the team arrangement and identify who is primarily responsible for each identified activity. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Independent Contractors** |
| **Helpful Instructions:** The CTA Agreement should state that all Team Members remain independent contractors, responsible for their own employees. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Replacement of Team Members** |
| **Helpful Instructions:** Address the circumstances and procedures for replacement of Team Members, including the Team Leader, and should state that the team must obtain the approval of the ordering activity prior to replacing any team member after receipt of an order. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Performance Evaluation** |
| **Helpful Instructions:** Clarify under whose name the government should evaluate performance in CPARS. FAR 8.406-7 requires ordering activities to enter evaluations in CPARS for all orders exceeding the Simplified Acquisition Threshold (SAT). |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Reporting of Sales and Industrial Funding Fee (IFF) Payment Responsibility** |
| **Helpful Instructions:** Specify that each team member is responsible for tracking and reporting its own sales IAW the terms and conditions of the FSS contract and for paying the related IFF. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Pricing** |
| **Helpful Instructions:** Specify unit prices or hourly rates and how pricing is calculated; list the supplies/services and pricing, including any team lead task management pricing, if applicable; note that all prices charged to TTS must be at or below the applicable contractor’s FSS contract prices; and explain how any order incentives or fees will be divided within the team if applicable. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Liabilities** |
| **Helpful Instructions:** Document each Team Member’s responsibilities and performance requirements, so that liability is clearly established. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

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| **Ordering Procedures** |
| **Helpful Instructions:** Document how the team will handle processing orders from the government. |
| **Schedule Contractors Input**: *{{Fill-in}}* |

# Signed:

Schedule Contractor 1: *{{Fill-in}}*

Name: *{{Fill-in}}*

Role: *{{Fill-in}}*

Date: *{{Fill-in}}*

Signature: *{{Fill-in}}*

Schedule Contractor 2: *{{Fill-in}}*

Name: *{{Fill-in}}*

Role: *{{Fill-in}}*

Date: *{{Fill-in}}*

Signature: *{{Fill-in}}*

# Definitions

The following terms and definitions apply to GSA Schedules teaming:

**“Contractor Team Arrangement”** means a Federal Supply Schedule Contractor Team Arrangement (CTA) where an arrangement is established between two or more Schedule contractors who work together to meet agency requirements.

**“Contractor Team Arrangement Agreement”** means the written agreement between team members detailing the responsibilities of the team and each team member.

**“Team Leader”** means the contractor who has been designated as the leader and whose responsibilities have been outlined in the CTA Agreement.

**“Team Member”** means each contractor who is designated as a member of the Team and performs duties as outlined in the CTA Agreement. Each member must hold their own GSA Schedule contract and offer a portion of the solution via the contract.