

## **SECTION G CONTRACT ADMINISTRATION**

### **G.1 AUTHORIZED USERS**

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) from GSA. For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, and others as listed in General Services Administration (GSA) Order ADM 4800.2F, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, September 17, 2009, as modified from time to time.

### **G.2 ROLES AND RESPONSIBILITIES**

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

#### **G.2.1 GSA Program Manager (PM)**

The Government has appointed a PM, who shall perform various programmatic functions for the overall success of the FCSA program. The PM has no actual, apparent or implied authority to bind the Government for any acts or omissions.

#### **G.2.2 Procuring Contracting Officer (PCO)**

The GSA PCO is the sole and exclusive Government Official with actual authority to award the Basic Contract. After award of the Basic Contract, the GSA PCO may delegate any or all of the contract administration functions described in FAR 42.302. The GSA PCO has made the following Administrative Contracting Officer (ACO) designation to perform administration functions described in FAR 42.302 as delegated:

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### **G.2.3 Ordering Contracting Officer (OCO)**

As described in Section G.1, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. A Statement of Work (SOW) or Performance Work Statement (PWS) must be submitted to the GSA PCO and GSA PM for a scope review according to Section G.3.2.

The OCO for each Order is the sole and exclusive Government Official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required DPA. Contractors that accept orders from a Government representative who does not have the authorized DPA do so at their own risk. To ensure the required delegation, Contractors may request a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

### **G.2.4 Contracting Officer's Representative (COR), Contracting Officer's Technical Representative (COTR) and Task Monitor (TM)**

The OCO for each Order may designate a COR, COTR or TM to provide certain assistance to the OCO for that Order. The specific rights and responsibilities of the COR, COTR or TM for each Order shall be described in writing, which upon request shall be provided to the Contractor. A COR, COTR or TM has no actual, apparent or implied authority to bind the Government.

### **G.2.5 Ombudsman**

Pursuant to FAR 16.505 (a)(9)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The Ombudsman is a senior GSA official who is independent of the GSA PCO or OCO.

The Ombudsman is:

Task and Delivery Order Ombudsman  
Office of the Chief Acquisition Officer  
U.S. General Services Administration

1800 F Street, N.W.

Washington, DC 20405

### **G.3 ORDERING PROCEDURES**

**G.3.1** Ordering procedures must comply with the following:

**G.3.1.1** FAR 16.505;

**G.3.1.2** Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy; (see FAR Part 39);

**G.3.1.3** The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;

**G.3.1.4** Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;

**G.3.1.5** Contractors are required to respond to each TOR with either a proposal or a statement of "No Bid" along with the reason for not submitting a proposal;

**G.3.1.6** All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and

**G.3.1.7** All orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

**G.3.1.8** Orders placed by OCOs may include required Agency clauses.

**G.3.1.9** Orders may be issued by facsimile or by electronic commerce methods.

#### **G.3.2 Statement of Work**

A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA PCO and GSA PM. The GSA PCO will provide a scope determination to the OCO.

Any changes to the SOW/PWS or expansion of the original requirement will require an additional scope review by the GSA PCO.

Scope reviews can be conducted by GSA and completed in parallel with the OCO's Task Order acquisition activities. In Task Orders requiring immediate delivery of service

for an urgent requirement, the GSA scope review may be completed after the Task Order is awarded.

### **G.3.3 Fair Opportunity**

OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of the GSA eBuy system by the OCO will ensure that all Basic contract holders are notified of each Task Order request. Information and instruction on the use of the eBuy system is furnished at [www.gsa.gov/ebuy](http://www.gsa.gov/ebuy)

### **G.3.4 Order Evaluation**

FAR Subpart 15.3 does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price under each Order as one of the factors in the selection decision pursuant to FAR 16.505(b)(1)(ii)(E).

### **G.3.5 Subcontractors**

The Government has not pre-approved any Subcontractors in making awards for the Basic Contract. If a Contractor proposes a Subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR Subpart 44.2. The Government reserves the right to determine the responsibility of prospective major Subcontractors.

## **G.4 BILLING AND INVOICING**

The Contractor shall submit invoices directly to the address designated by the OCO on the Task Order.

### **G.4.1 Central Contractor Registration (CCR)**

The Contractor shall register in the Central Contractor Registration (CCR) system, which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). The registration form is at [www.ccr.gov](http://www.ccr.gov) and requires the Contractor's Data Universal Numbering System (DUNS) number.

### **G.4.2 GSA Management Fee**

The GSA Management Fee for the CS2 contracts is 2 percent. This 2 percent fee shall be included in all prices. The Contractor shall not invoice for the GSA Management Fee as a separate line item.

The Contractor shall make Electronic Funds Transfer (EFT) arrangements for payment of the GSA management fee. The Contractor shall forward fees collected to the GSA Finance Office by EFT within 30 calendar days of the close of each calendar month for which the fees apply. Failure to pay the fee within 60 calendar days may result in termination of this contract.

## **G.5 REPORTING REQUIREMENTS**

### **G.5.1 Monthly Business Volume (Sales) Report**

The Contractor shall provide monthly sales/business volume reports using the format specified in Section J in Microsoft Excel 2007 format to the GSA Program Manager via e-mail. Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15<sup>th</sup> calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state “no ordering activity” for that period.

**G.5.1.1** The report shall contain at a minimum the following information:

**G.5.1.1.1 Contractor Name and Contract Number** – Company name and GSA IDIQ Contract Number.

**G.5.1.1.2 Reporting Period** – The monthly reporting period in which orders were received, usually from the 1<sup>st</sup> of the month through the last day of the month.

**G.5.1.1.3 Title - “CS2 Monthly Business Volume (Sales) Report”**

**G.5.1.1.4 For each Task Order:**

**G.5.1.1.4.1 Date of Task Order** – The date the Task Order is signed.

**G.5.1.1.4.2 Agency Name or Ordering Agency** – Name of the Agency/Organization that issued the Task Order. It also includes the name, address, agency point of contact and telephone number.

**G.5.1.1.4.3 Description of Services** – A brief description of the equipment and/or services.

G.5.1.1.4.4 **Period of Performance** – The actual date the service begins and ends. This should be identified within the Task Order.

G.5.1.1.4.5 **Task Order Number** – The order number assigned by the agency that places the order.

G.5.1.1.4.6 **Total Value (Dollar Amount) of Order Received** – Dollar amount of the Task Order, not including options.

**G.5.1.1.5 Total Sales this Month** – Cumulative total value of Orders for this month.

**G.5.1.1.6 Cumulative Sales to Date** – Cumulative total of all Task Orders since contract award.

The Contractor shall also provide copies of each Task Order received during the reporting period in Microsoft Excel 2007 format to the GSA Program Manager on the 15<sup>th</sup> calendar day of each month.

## **G.5.2 Monthly Revenue Report**

The Contractor shall provide a monthly revenue report using the format specified in Section J via e-mail in Microsoft Excel 2007 format to the GSA Program Manager on the 15<sup>th</sup> calendar day of each month. The report shall provide detail relating back to individual Task Orders that have been invoiced and paid by the Ordering Agency.

**G.5.2.1** The monthly revenue report shall contain, at a minimum, the following information:

**G.5.2.1.1 Contractor Name and Contract Number** – Company name and GSA IDIQ Contract Number.

**G.5.2.1.2 Reporting Period** – The monthly reporting period in which invoices were received, usually from 1<sup>st</sup> day of the month through the last day of the month.

**G.5.2.1.3 Title - “CS2 Monthly Revenue Report”**

**G.5.2.1.4 For each Task Order:**

G.5.2.1.4.1 **Date Payment Received** – Date the payment is received by the Contractor from the Ordering Agency. This may be in the form of a check or electronic funds transfer.

- G.5.2.1.4.2 **Agency Name / Ordering Activity** – Name of the Agency/Organization that issued the Task Order. It also includes the name, address, agency, point of contact, and telephone number.
  - G.5.2.1.4.3 **Description of Services** – A brief description of the equipment and/or services.
  - G.5.2.1.4.4 **Task Order Number** – The order number assigned by the agency that places the order.
  - G.5.2.1.4.5 **Total Value (Dollar Amount) of Order** – Total dollar amount of the Task Order.
  - G.5.2.1.4.6 **Amount Received** – Total dollar amount received by the Contractor, from the Agency.
  - G.5.2.1.4.7 **GSA Management Fee Collected** – This fee is 2 percent of the total amount received in payment by the Agency.
  - G.5.2.1.4.8 **GSA Management Fee Remitted** – Total dollar amount remitted to GSA for a particular order per month. This number is calculated as a percentage of the total amount received by the Contractor from the Agency.
  - G.5.2.1.4.9 **Remaining Balance of Un-remitted GSA Management Fee** – This number is calculated as the difference between the total dollar amount due to GSA for a particular order per month and the total amount received by the Contractor from the Agency.
- G.5.2.1.5 EFT Number** – Transaction identification number of EFT and amount. If more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the “GSA Management Fee Remitted” identified on the report.

### **G.5.3 Annual Program Review Report**

The Contractor shall provide an annual program report covering the topics specified below to the GSA PCO and GSA PM via e-mail. The report shall be submitted within 3 business days of the annual program review. See Section G.6.

**G.5.3.1** The Annual Program Review Report shall cover the following topics:

**G.5.3.1.1** Task Order Performance

G.5.3.1.1.1 Identify all Task Orders in progress and completed in the past year.

G.5.3.1.1.2 Identify the quality of performance for each Task Order and identify any issues and resolution actions/plan.

**G.5.3.1.2** Additional Topics as identified by the GSA PCO.

**G.5.4 Subcontracting Reports**

Contractors submitting small business subcontracting plans must submit periodic reports which show compliance with the subcontracting plan.

The Individual Subcontracting Report (ISR) covers subcontract award data related to this Basic Contract. The Summary Subcontracting Report (SSR) encompasses all Contracts with GSA. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at [www.esrs.gov](http://www.esrs.gov)

Reports are required when due regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. See FAR 52.219-9 Small Business Subcontracting Plan (APR 2008).

**G.6 PROGRAM REVIEWS**

The Contractor shall attend an annual program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but are not limited to: Task Order and Service Level Agreement performance against Task Order metrics, contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues. Program Reviews will be conducted at no additional cost to the Government and reports submitted in accordance with Section G.5.3.

**G.7 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD**

The Government will evaluate Contractor performance in accordance with the criteria under FAR Subpart 42.15.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level.



## **G.8 MARKETING**

Contractors shall develop company specific brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the Contractor webpage, shall be submitted to the GSA Program Office and approved by GSA prior to distribution. Marketing materials may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

The Contractor is responsible for ongoing sales and marketing during the life of this contract.

## **G.9 EQUIPMENT REMOVAL**

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 90 calendar days after the service termination date. All dismantling and removal of equipment shall be performed by the Contractor during normal Government business hours at the location. Advance notice must be provided to the local Government contact to ensure that such dismantling and removal occurs with a minimum of disruption. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the OCO.

## **G.10 CONTRACT CLOSEOUT**

**G.10.1** Contract closeout shall be accomplished within the guidelines set forth in:

**G.10.1.1** FAR Part 4 Administrative Matters.

**G.10.1.2** FAR Part 42 Contract Administration and Audit Services.

**G.10.1.3** GSAM Subpart 504.8.

(END OF SECTION G)