

SECTION G CONTRACT ADMINISTRATION

G.1 ROLES AND RESPONSIBILITIES

G.1.1 Agency's Role

With regard to ordering and billing for services, Agencies are responsible for:

1. Placing task/delivery orders in accordance with the provisions of this contract, its internal agency policies/regulations and by an agency Contracting Officer.
2. Accepting or rejecting the services rendered by the contractor.
3. Paying contractors for services provided, assuming the agency uses direct billing.
4. Administration and close-out of the task/delivery order(s)
5. Compliance with the Service Contract Act of 1965, as amended.

G.1.2 General Services Administration's (GSA's) Role

The General Services Administration's (GSA's) primary role is contract administration. GSA is responsible for administering this contract and will modify it as necessary. Additionally, GSA will:

1. Ensure compliance with contract terms and conditions,
2. Provide acquisition support on the Agency's behalf if so requested,
3. Resolve conflicts between the contractor and the Agency if necessary,
4. Provide Liaison and Program Management support to the Agency and the contractor as requested.

G.1.2.1 GSA Procuring Contracting Officer (PCO)

The GSA PCO has overall responsibility for administering the contract. All contract administration shall be effected by the GSA PCO. Communications pertaining to contract administration matters shall be addressed to the PCO.

The PCO shall be the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provisions and/or clauses contained elsewhere in the contract, said authority shall remain solely with the PCO. In the event the contractor should make any changes at the direction of any person other than the PCO, such change shall be considered to have been made without authority, and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof.

The GSA PCO is:

Ms. Patricia A. Stang
General Services Administration
Procuring Contracting Officer
Federal Acquisition Service (FAS/QTAEC)
10304 Eaton Place, Room 4C-08
Fairfax, VA 22030
Phone: (703) 306-6404
Fax: (703) 306-6404
E-mail: Patricia.stang@gsa.gov

G.1.2.2 GSA Program Manager

The GSA Program Manager provides central technical oversight and management regarding this contract to the contractor, GSA, and Agency customers. The name and address of the GSA Program Manager is:

Mr. James Russo
General Services Administration
SATCOM-II Program Manager
Federal Acquisition Service (FAS/QTCB)
10304 Eaton Place, Room 3E-11
Fairfax, VA 22030
Phone: (703) 306-6631
Fax: (703) 306-6631
E-mail: jim.russo@gsa.gov

G.1.2.3 GSA Contracting Officer's Technical Representative (COTR)

The COTR provides technical guidance and acts as a liaison between GSA and Agency customers. The name and address of the GSA COTR for this contract is:

Ms. Anita Keeler
General Services Administration
SATCOM-II COTR
Federal Acquisition Service (FAS/QTCB)
10304 Eaton Place, Room 3E-10
Fairfax, VA 22030
Phone: (703) 306-6306
Fax: (703) 306-6306
E-mail: anita.keeler@gsa.gov

G.2 ORDERING AND BILLING (DIRECT AND GSA ASSISTED)

Orders placed against this contract shall be fixed price and describe the services to be performed or the supplies to be delivered so that the full price of performance of the work can be established when the order is placed. Orders shall be placed within the scope of the contract, within the maximum value of the contract and follow the fair opportunity process in accordance with FAR Subpart 16.505.

All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and the contract, the contract shall prevail.

G.2.1 Direct Order/Direct Billing

Under direct-order/direct bill, agencies may go directly to the SATCOM-II contractors to place its orders. The billing for these services is directly between the ordering Agency and the SATCOM-II contractor.

G.2.2 GSA Assisted Ordering/Billing

A customer agency may at its discretion, task GSA to serve as the ordering agent for the Agency. GSA will work with the Agency to assist and/or develop the statement of work, perform fair opportunity, obtain quotes from the contractors, issue the order to the SATCOM-II contractor, and manage the billing for that order. For GSA assisted orders, the contractor shall register with IT Solutions Shop (ITSS) and the Tracking and Ordering System (TOS) and have the capability to process task/delivery orders using these tools.

Contractor registration with ITSS and TOS shall comply with the criteria set forth in Homeland Security Presidential Directive 12 (HSPD-12). HSPD-12 establishes policy for the “Common Identification Standard for Federal Employees and Contractors.” Implementation procedures for HSPD-12 are delineated in OMB Memorandum M-05-24, dated August 5, 2005.

Electronic connectivity to a Government IT system from a non-government system shall satisfy the GSA CIO requirements for external connections and show documented evidence that the respective connection will fall within the CIO’s definition of “acceptable risk” and not create unacceptable vulnerabilities or exposures. Risk determination shall be based on existing National Institute of Standards and Technology (NIST) guidance¹.

¹ Federal Information Processing Standard (FIPS-199): Standards for Security categorization for Federal Information and Information Systems, <http://www.csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.PDF>

G.3 BILLING AND INVOICING

The contractor shall submit invoices directly to the address designated by the Agency on the task order/delivery order.

G.3.1 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 and requires the contractors Data Universal Numbering System (DUNS) number.

G.3.2 GSA Management Fee

The GSA Management Fee for the SATCOM-II contracts is 2%. This 2% fee shall be included in the contract CLIN pricing in Section B. 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.4 REPORTING REQUIREMENTS

The contractor shall submit two reports by the 15th of each month to GSA. These include: a Monthly Business Volume (Sales) Report and a Monthly Revenue Report. These reports may be submitted together. Business Volumes (Sales)/Monthly Revenue(s) are calculated as the total amount of a task order/delivery order received by the contractor that period. The reporting period shall be for the beginning through the end of the previous 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.

The reports shall be submitted via e-mail to the GSA Program Manager identified in G.1.2.2.

G.4.1 Monthly Business Volume (Sales) Report

The Contractor shall provide the GSA Program Manager with a monthly sales / business volume report using the format specified in Section J - Attachment J-1. The report shall contain at a minimum the following information:

Contractor Name and Contract Number – Company name and GSA IDIQ Contract Number.

Reporting Period (i.e. March 1 – March 31, 2007) – The monthly reporting period in which orders were received, usually from the 1st of the month through the last day of the month.

Title, “Monthly Business Volume (Sales) Report”

For each Task Order/Delivery Order:

Date of Task Order/Delivery Order – The date task order/delivery order is signed. This is typically located as Item 1 on an Optional Form 347 or GSA Form 300, “Order for Supplies or Services”.

Agency Name or Ordering Agency – Name of the Agency/Organization that issued the task order/delivery order. It also includes the name, address, agency point of contact and telephone number.

Description of Services – A brief description of the equipment and/or services acquired. Please include applicable narrative such as MSS, FSS, leased service, modification, in support of, etc., to provide further clarification.

Period of Performance – The actual date the service begins and ends. This is typically identified within the task order/delivery order.

Task Order/Delivery Order Number – The order number “assigned” by the agency that places the order.

Total Value (Dollar Amount) of Order – Dollar amount of the task order/delivery order, not including options.

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

Cumulative Sales to Date – Cumulative total of all task order/delivery orders since contract award.

The Contractor shall also provide copies of each task order/delivery order received during the reporting period in PDF format on a CD-ROM to the Program Manager on the 15th of each month.

G.4.2 Monthly Revenue Report

The contractor shall provide a monthly revenue report to the GSA Program Manager using the format specified in Section J - Attachment J-3. The report shall provide detail relating back to individual task orders/delivery orders that have been invoiced and paid by the ordering Agency. The monthly revenue report shall contain, at a minimum, the following information:

Contractor Name and Contract Number – Company name and GSA IDIQ Contract Number

Reporting Period (i.e. March 1 – March 31, 2007) – The monthly reporting period in which invoices were received, usually from 1st day of the month through the last day of the month.

Title, “Monthly Revenue Report”

For each Task Order/Delivery Order:

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.

Agency Name or Ordering Activity – Name of the Agency/Organization that issued the delivery order. It also includes the name, address, agency, point of contact, and telephone number.

Description of Services – A brief description of the equipment and/or services acquired. Please include applicable narrative such as MSS, FSS, leased services, modification, in support of, etc., to provide further clarification.

Task Order/Delivery Order Number – The order number “assigned” by the agency that places the order.

Total Value (Dollar Amount) of Order – Total dollar amount of the task order/delivery order.

Amount Received – Total dollar amount received by the contractor, from the Agency.

GSA Management Fee Collected – This fee is 2 percent of the total amount received in payment by the Agency .

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.

Remaining Balance of Un-remitted GSA Management Fee -

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 PROGRAM REVIEWS

The contractor shall provide a written report on all meetings and conferences between the Contractor and the GSA Program Office. The contractor shall attend a quarterly program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but not be 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/direct cost to the Government. Such written reports shall be submitted to the Program Manager within 3 business days of occurrence.

G.6 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD

In conformance with the Government’s need to record and maintain information on contractor performance during the life of this contract, the Government will periodically evaluate the manner in which the contractor performed in accordance with contract

requirements such as: quality of service; cost efficiencies; timeliness; business relations; history of reasonable and cooperative behavior; commitment to customer satisfaction; and key personnel. Information obtained as a result of the evaluation(s) may be shared with Government agencies for their use in support of future award decisions (Reference FAR 42.1500).

The Past Performance Information Retrieval System (PPIRS) will be utilized by the Contracting Officer for FAR Part 42 evaluations. PPIRS can be accessed at: <http://www.ppirs.gov/default.htm>. The contractor will use PPIRS to access, review and comment on these evaluations. In order to access their own information in PPIRS, contractors must first gain access through the Central Contractor Registration (CCR) process. Contractors shall go to the CCR web site at: <http://www.ccr.gov/> to register for the first time or update their information profile to indicate a past performance Point of Contact (FAR 52.204-7). In CCR, contractors shall assign themselves a Marketing Partner Identification Number (MPIN), which they will use to gain access to PPIRS.

G.7 SALES/MARKETING AND TRADE SHOWS/EXHIBITIONS

The contractor shall be responsible for ongoing sales and marketing during the life of this contract. This effort shall commence no later than 30 calendar days after contract award.

The contractor shall provide marketing materials that enhance program and service visibility. The types of marketing materials may include brochures, pamphlets, visual aids, and other literature. The contractor shall provide sample marketing materials prior to distribution to the GSA Program Office no later than 5 business days prior to the event. The GSA Program Office will have five (5) working days to review and approve the materials.

G.8 CONTRACT CLOSEOUT

Contract closeout shall be accomplished within the guidelines set forth in:

- FAR Part 4 Administrative Matters
- FAR Part 42 Contract Administration and Audit Services
- GSA Order OGP 2800.1 Appendix 507A or successor(s)
- GSAM Subpart 504.8