

## 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 4800.2H, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, June 2013, 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 Program Manager (PM), who shall perform various programmatic functions for the overall success of the Future COMSATCOM Services Acquisition (FCSA) program, including Complex Commercial SATCOM Solutions (CS3). 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 and may appoint an Administrative Contracting Officer (ACO) to perform administration functions described in FAR 42.302.

##### **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)**

The PCO will designate a COR at the basic contract level to monitor the basic contract-level deliverables. At the Task Order level, the OCO may designate a COR to provide assistance to the OCO.

The specific rights and responsibilities of the CORs shall be described in writing, which upon request shall be provided to the Contractor. A COR has no actual, apparent or implied authority to bind the Government.

#### **G.2.5 Ombudsman**

~~Pursuant to FAR 16.505 (a)(10)(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.~~

### **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** 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.3.1.6** 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.3.1.7** Orders placed by OCOs may include required Agency provisions/clauses.
- G.3.1.8** Orders may be issued by any electronic commerce methods deemed acceptable by the Ordering Activity.

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

Per FAR 37.102(e), to the maximum extent practicable, the Ordering Activity shall describe the need to be filled using performance-based acquisition methods. 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 52.244-6 and/or FAR 52.244-2, and FAR Part 44. 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 System for Award Management (SAM)**

Contractors shall register in the System for Award Management (SAM), which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). Registration requires that the Contractor be issued a Data Universal Numbering System (DUNS) number. Contractors may obtain information on registration at <https://www.acquisition.gov>. Contractors may obtain a DUNS number via the Internet at <http://fedgov.dnb.com/webform>.

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

The GSA Management Fee for the CS3 contracts is two percent (2%). This 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**

The Monthly Business Volume (Sales) Report and Monthly Revenue Report identified in this section shall be remitted to GSA via the GSA SATCOM Report Portal. Information on how to access the portal will be provided to the Contractors by GSA after contract award.

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

The Contractor shall provide Monthly Business Volume (Sales) Reports using the format specified in Section J, Attachment J-5, in Microsoft Excel 2007 format. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

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.

The Monthly Business Volume (Sales) Report consists of two worksheets:

- Sales Data Worksheet
- Line Item Data Worksheet

**G.5.1.1 Sales Data Worksheet** – The Sales Data Worksheet shall contain the following information:

**G.5.1.1.1 Title** – “CS3 Monthly Business Volume (Sales) Report”

**G.5.1.1.2 Reporting Period** – The monthly reporting period in which orders were received, from the beginning through the last day of the month.

**For each Task Order:**

**G.5.1.1.3 Contractor Name** – Company name

**G.5.1.1.4 Contract Number** – GSA CS3 Contract Number

**G.5.1.1.5 Agency Name** – Name of the Agency that will receive the products and/or services.

**G.5.1.1.6 Ordering Activity** – Name of the contracting organization that issued the Task Order.

**G.5.1.1.7 Contracting Officer Name** – First and Last name of the Contracting Officer that issued the order.

**G.5.1.1.8 Contracting Officer Phone Number** – Phone number of the Contracting Officer that issued the order. Format (xxx) xxx-xxxx.

**G.5.1.1.9 Contracting Officer Email** – Email address of the Contracting Officer that issued the order.

**G.5.1.1.10 Order Number** – The order number assigned by the Ordering Activity.

**G.5.1.1.11 Modification Number** – The modification number assigned by the Ordering Activity.

**G.5.1.1.12 Date of Order** – The date the order or modification is signed by the Contracting Officer.

**G.5.1.1.13 Description of Requirement** – A brief description of the equipment and/or services. Please include applicable narrative such as MSS, FSS, leased service, modification, in support of, etc., to provide further clarification.

**G.5.1.1.14 Period of Performance Start Date** – The actual date the service is scheduled to begin. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

**G.5.1.1.15 Period of Performance End Date** – The actual date the service is scheduled to end. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

**G.5.1.1.16 Total Order Value** – Total dollar amount awarded/obligated on the Task Order, not including options.

**G.5.1.1.17 Total Sales this Month** – Cumulative total value of Task Orders for this month.

**G.5.1.1.18 Cumulative Sales to Date** – Cumulative total of all Task Orders, and associated modifications, since contract award.

## **G.5.1.2 Line Item Data Worksheet**

For each Task Order, provide information for each line item purchased on the order.

**G.5.1.2.1 Order Number** – The order number assigned by the Ordering Activity.

**G.5.1.2.2 Modification Number** – The modification number assigned by the Ordering Activity.

**G.5.1.2.3 Date of Order** – The date the order or modification is signed by the Contracting Officer.

**G.5.1.2.4 Line Item Number** - Contract Line Item Number of the product or service purchased.

**G.5.1.2.5 Line Item Category** - Classification of the line item into one of either "Bandwidth", "Equipment", "Teleport", "Terrestrial", "HNA", "Labor", or "Other".

**G.5.1.2.6 CLIN Period of Performance Start Date** – The actual date the service is scheduled to begin for the line item. This could be different than the overall period of performance for the Task Order.

**G.5.1.2.7 CLIN Period of Performance End Date** – The actual date the service is scheduled to end for the line item. This could be different than the overall period of performance for the Task Order

**G.5.1.2.8 Line Item Description** - Provide product or service description for each line item purchased. Please include Contract Line Item Number description shown on award document.

**G.5.1.2.9 Quantity Sold** – The quantity of the item sold.

**G.5.1.2.10 Unit** – Identify unit measure (e.g., each, lot, minute, day, month, quarter, annual, etc.)

**G.5.1.2.11 Unit Price** – Cost per unit

**G.5.1.2.12 Extended Price** – Unit Price multiplied by Quantity Sold

**G.5.1.2.13 Frequency Band** – The portion of the electromagnetic spectrum within a specified upper- and lower-frequency limit (e.g., C-, Ka-, K-, Ku-, X-band).

**G.5.1.2.14 Bandwidth Capacity** – The information carrying ability of the bandwidth purchased by the Ordering Activity measured in MHz (e.g. 36).

**G.5.1.2.15 Data Rate** – The rate at which a channel carries data, measured in Kbps (e.g., 256). Sometimes described in terms of Committed Information Rate (CIR) and Burst Information Rate (BIR).

**G.5.1.2.16 Regional Coverage** – The geographic area serviced by satellite beam.

**G.5.1.2.17 Satellite Name or Number** – The satellite name/number providing the service.

Use the following file naming conventions for Monthly Business Volume (Sales) Reports (MBVSR) uploaded to the Portal:

- Vendor Name, Contract Type, MBVSR, Month, Year  
Examples:

SATCOM 101 Inc – CS3 MBVSR – 12-2017  
SATCOM 101 Inc – CS3 MBVSR – Dec 2017

The Contractor shall also post copies of each Task Order received during the reporting period to the GSA SATCOM Report Portal 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 (MRR) using the format specified in Section J, Attachment J-6, in Microsoft Excel 2007 format on the 15<sup>th</sup> calendar day of each month. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

The report shall provide details for the GSA Management Fee (G.4.2) relating back to individual Task Orders that have been invoiced by the Contractor 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 Title** – “CS3 Monthly Revenue Report”

**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.

For each invoice payment:

**G.5.2.1.3 Contractor Name** – Company name

**G.5.2.1.4 Contract Number** – GSA CS3 Contract Number

**G.5.2.1.5 Task Order Number** – The order number assigned by the Ordering Activity.

**G.5.2.1.6 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.5.2.1.7 Invoice Number** – Tracking number of the invoice

**G.5.2.1.8 Agency Name** – Name of the Agency that received the products or services.

**G.5.2.1.9 Amount Received from Agency** – Total dollar amount received in payment by the Contractor, from the Agency receiving the products or services.

**G.5.2.1.10 GSA Management Fee Due (2%)** – This fee is 2% of the total payment amount received from the Agency for a specific order.

**G.5.2.1.11 Previous Monthly Balance** – Amount management fees the Contractor owes GSA from the previous month

**G.5.2.1.12 Current Monthly Amount Remitted to GSA** – GSA Management fee amount that the Contractor submitted to GSA for the current month's reporting period.

**G.5.2.1.13 Remaining Balance/Carryover to Next Month** – This is the total amount of GSA Management fee due for the current month plus the previous month's balance minus the amount submitted to GSA for the current month.

**G.5.2.1.14 EFT Number** – Transaction identification number of Electronic Funds Transfer (EFT). 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 “Current Monthly Amount Remitted to GSA” identified on the report.

**G.5.2.1.15 EFT Date** – Enter the date of the EFT payment

**G.5.2.1.16 EFT Amount** – Enter the amount of the EFT payment

Use the following file naming conventions for Monthly Revenue Reports uploaded to the Portal:

- Vendor Name, Contract Type, MRR, Month, Year

Examples:

SATCOM 101 Inc – CS3 MRR – 11-2017  
SATCOM 101 Inc – CS3 MRR – Nov 2017

### **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 no later than 3 business days prior to the scheduled 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** Contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues.

**G.5.3.1.3** Additional Topics as identified by the GSA PCO.

### **G.5.4 Subcontracting Reports [*REQUIRED FOR OTHER THAN SMALL BUSINESS CONCERN ONLY*]**

CS3 Contractors that are other than small business concerns shall submit a small business subcontracting plan as well as submit periodic reports which show compliance with the subcontracting plan. Contractors added to the pool of other than small businesses through the Open Season procedures shall adhere to the requirements of this section (see Section H.16).

The preferred type of small business subcontracting plan for CS3 is the Commercial Plan. However, a Contractor may choose to submit any type of Subcontracting Plan, including a DoD Comprehensive Subcontracting Plan if already approved by the Defense Contract Management Agency (DCMA). The Commercial Plan relates to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract. The Commercial Plan covers the Contractor's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) This type of Plan does not require submission of the Individual Subcontracting Report (ISR); this Plan requires submission of the Summary Subcontracting Report

(SSR). Per FAR 19.704(d) and clause 52.219-9(g), the Commercial Plan is the preferred type of Plan for contractors furnishing commercial items. 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.

## **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.

## **G.7 INSURANCE**

The insurance coverage specified in FAR Subpart 28.3, Insurance, is the minimum insurance requirement for CS3.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under CS3. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of CS3. The Contractor shall notify the CS3 PCO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of the ACORD® Certificate of Liability Insurance form, as applicable.

## **G.8 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.9 MARKETING**

The Contractor is responsible for ongoing sales and marketing during the life of this contract, which may include developing 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.

## **G.10 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 OCO assigned 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.11 CONTRACT CLOSEOUT**

**G.11.1** Contract closeout shall be accomplished within the guidelines set forth in:

- G.11.1.1** FAR Part 4.8 Government Contract Files.
- G.11.1.2** FAR Part 42 Contract Administration and Audit Services.
- G.11.1.3** GSAM Subpart 504.8 Government Contract Files.

**G.11.2** The Contractor agrees to cooperate with the OCO to close out task orders after expiration, cancellation, or termination.

## **G.12 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES**

### **G.12.1 552.216-74 Task-Order and Delivery-Order Ombudsman (Jan 2017)**

(a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for

consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

(c) The GSA Task-Order and Delivery-Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(End of clause)

**G.12.2 552.228-5      Government As Additional Insured (Jan 2016)**

- (a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.
- (b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

(END OF SECTION G)