

Date**Ordering Contracting Officer's Name****Agency Name****Address****Address****City, State Zip Code****SUBJECT: GSA Delegation Authorization Number: USAC-DPA-1X-XX**

Delegation of Procurement Authority (DPA) for Ordering Contracting Officer (OCO) to Compete, Award, and Administer Task Orders (a/k/a “Orders”) under the USA CONTACT

Dear Mr. / Ms.,

This letter is in response to your Delegation of Procurement Authority (DPA) Form dated (**Date**), for delegated contracting authority. You are hereby delegated the authority to issue task order request for information (RFI) and quotations (RFQs), compete, award, administer and closeout task orders issued against the USA CONTACT Contract.

The purpose of this DPA is to ensure the roles and responsibilities between the USA CONTACT Contracting Officer and the Ordering Contracting Officer (OCO) are clearly established.

The authority granted to you under this DPA is limited to USA CONTACT and those task orders awarded by you or another OCO possessing a valid DPA in your current warranting organization. The DPA authority does not extend to the USA CONTACT basic contract or task orders awarded by other OCOs outside your current warranting organization. You will act as the central point of contact under each task order and are responsible for coordinating with the awarded contractor, the client (the funding organization/receiver of goods or services) and GSA. This applies regardless of whether your contracting organization is acting as the servicing agency on behalf of a client outside your agency or if you are the requesting agency for your own organization’s requirement.

You will perform all required pre- and post-award functions associated with the task order subject to the following terms and conditions of this DPA:

- 1. Compliance** – You are expected to comply with the USA CONTACT’s terms and conditions, the USA CONTACT’s ordering guide, the Federal Acquisition Regulation

(FAR) or authorized agency supplement or exception thereto, applicable agency-specific statutes and policies, and the additional responsibilities defined in this DPA.

2. **Duration** – This DPA is effective until the expiration of the respective USA CONTACT contract or completion and closeout of the resultant task orders, whichever is later. You are also required to maintain a valid warrant authority. Notwithstanding the preceding, this DPA is as portable as your warrant. That is, if you change organizations and your warrant is still valid, the DPA is portable/you still maintain your DPA. However, if you change organizations and your warrant is no longer valid, this DPA is automatically revoked. In the event that you are re-warranted in a new federal organization (DoD or Civilian), a new DPA request will be expedited. The DPA cannot be re-delegated.
3. **Revocation** – GSA may revoke this DPA at any time for failure to comply with treaty, law, regulation, ethical standards and applicable federal acquisition policies and procedures. GSA will be cognizant of the need to ensure task order continuity if such actions are initiated.
4. **Scope Compliance** – Ensure that task order work is within the USA CONTACT's scope. The USA CONTACT program team is available to assist with this determination at any time upon request. You may request a review of your requirements (e.g. Statement of Work/ Statement of Objectives) prior to task order solicitation/modification from the USA CONTACT Program Office or CO(s).
5. **Administrative Reporting** – Upon award, OCOs are responsible for entering task order information into the Federal Procurement Data System – Next Generation (FPDS-NG). In addition, OCOs are required to forward a copy of the task order award document and any modifications to USAContact@gsa.gov.

The OCO is responsible for complying with all FAR-based rules when competing, awarding and administering task orders. The following is a list of duties (not all inclusive) that represent key areas of responsibility:

- **Fair Opportunity** – Ensure all contractors are provided a fair opportunity to be considered in accordance with FAR 16.505, or authorized agency supplements or exceptions thereto, prior to task order award. Any exceptions to fair opportunity to be considered (“fair opportunity exceptions”) must be consistent with FAR 16.505 or authorized agency supplements or exceptions thereto or as otherwise required or allowed by statute. If a fair opportunity exception is taken, the OCO should reasonably document the basis for the exception.
- **Funding** – Verify that funding is available to cover task order performance and the contract access fee (CAF). The CAF should be reflected as a separate line item under each period, base and optional, as applicable. Comply with appropriations law and financial policy. Ensure timely obligation of funds, and de-obligation and disposition of excess funds.
- **COR** – If a Contracting Officer’s Representative (COR) is assigned to perform order monitoring functions, you must ensure the extent of their authority and responsibilities is clearly defined and agreed upon. It is a best practice to complete COR designations in writing and present them to the Contractor in order to establish clear roles and responsibilities during task order administration. Ensure that any COR you designate is

properly equipped, trained, and qualified to handle those responsibilities pursuant to your agency policy.

- **Task Order Protests, Disputes, and Claims** – Receive and respond to task order protests, disputes and claims. The warranting agency is responsible for the OCO’s decisions and actions as a warranted contracting officer.
- **Monitor, Evaluate, and Report Contractor Task Order Performance** – Assure contractor performance and support compliance with both task order and contract terms and conditions. Take appropriate action to maintain the Government’s rights. OCOs should conduct contractor performance evaluations in accordance with FAR 42.15, and applicable agency policies. Interim performance evaluations are encouraged for each task order. OCOs should use their organization’s designated contractor performance reporting application to record performance.
- **Cost or Price Analysis and Audits** – Perform and document cost analysis and/or price analysis (FAR 15.4) as appropriate in determining the overall task order price to be fair and reasonable, as well as respond to any related audits.
- **Prompt Payment** – Ensure prompt payment of contractor invoices and prompt rejection of nonconforming invoices.
- **Requests for Information** – Respond to any requests for information pertaining to task orders awarded or administered by you including but not limited to, Freedom of Information Act requests, and inquiries/audits by: Congress, Inspectors General, the Small Business Administration, the Government Accountability Office, and the General Services Administration.

Thank you for your interest in GSA’s USA CONTACT program. We are committed to delivering acquisition vehicles that provide our customers with convenient access to the best qualified contractors in contact center support. If you have any questions regarding this DPA, USA CONTACT, or our program in general, please feel free to contact the USA CONTACT staff at USAContact@gsa.gov.

For more information about USA CONTACT, please visit our website at www.gsa.gov/usacontact. There you will find a copy of the Basic Contract and other useful information, including various points of contact.

Sincerely,

Stacy Williams
USA CONTACT Contracting Officer
General Services Administration
National Capital Region