



Federal Acquisition Services/Network Services
Greater Southwest Region, Region 7
Acquisition Operations Division (AOD)
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TELESERVE II ORDERING and USER GUIDE

TeleServe II Contract Overview:

There are two (2) indefinite delivery, indefinite quantity (IDIQ) multiple award TeleServe II contract holders. The purpose of this program is to establish a streamlined approach through the resultant contract vehicle to provide TeleServe II/support services, minor telecom related cabling services, telecommunications equipment, customer premise equipment, telephone instruments to include Integrated Services Digital Network (ISDN) devices, and associated labor; such as cabling, labor hours for repair or programming/reprogramming of equipment, data racks and patch cords to Federal Agencies within the CONUS. This requirement is also intended to capture related emerging technologies to telecommunications.

This is a commercial, performance based, multiple award contract vehicle issued in accordance with FAR Part 12 and FAR Part 15. The IDIQ contracts include Firm Fixed Price (FFP) labor rates and materials. Task orders will be issued by Ordering Contracting Officers (OCO) on a time and materials (T&M), FFP, and/or FFP level of effort (LOE) basis (See Appendix I for Roles and Responsibilities).

The fair opportunity process described in the Federal Acquisition Regulation (FAR) 16.505(b) applies to orders placed against the TeleServe II contracts.

GSA's Region 7 will administer the IDIQ overall contracts themselves; however, ordering authority will be authorized to any GSA or other Ordering Offices/Client Agencies Contracting Officer (CO) who has a need to utilize the services and/or materials within the scope of this contract by going through the Delegation of Procurement Authority (DPA) process (See Appendix III for DPA example).

Contract Details and Term of TeleServe II IDIQ:

The TeleServe II contracts were awarded on February 24, 2015 to **AmeriCom Automation Services, Inc. and Quantum Technology Group, L.L.C.** The basic contract term for each TeleServe II contract is one year base period with four one year-year option periods.

However, options in the out years will not be exercised if it becomes apparent that replacing this contract will be beneficial due to changes in technology and /or pricing. The term for each task order placed under the basic contract shall be specified in the individual task order. Under no circumstances may a new task order be placed

under the basic contract if the basic contract is not in effect, has expired, or has been terminated. Task orders may be awarded during the basic contract's life, which is also referred to as the Contract Ordering Period (COP). Therefore the COP, like the basic contract term, is for a one-year base period with four one-year option. Task orders may not be issued outside the COP.

Ordering Process:

This document serves as guidance and advice for ordering contracting officers (OCOs) based upon practical experience. It does not supersede any requirements of the FAR or any department or agency policies. It is your responsibility as the ordering contracting officer (OCO) to ensure complete adherence to the FAR and any additional internal procedures.

The general ordering guidance is outlined below:

1. First, the process should be planned, fair and consistent.
2. Second, the total cost should be considered over the full life of the delivery or task order. Tasks shall not be split to avoid threshold limitations. The basic task and any modifications must stay within scope of the TeleServe II Contract and the RFP/Order.
3. The government may disseminate RFI/RFQ/RFPs via e-mail, facsimile, GSA's ITSS <https://portal.fas.gsa.gov/web/guest> commercial mail carrier or other electronic means as prescribed by the OCO's agency. Solicitation synopsis in ITSS is not generally required or recommended under indefinite-delivery contracts, but may be required for specialized appropriations. OCOs should consider using a disseminating task order solicitations that establishes receipt, and not just transmission. GSA's e-Buy is one such system.
4. Full and complete documentation is vitally important and must be able to withstand the scrutiny of an audit. A solicitation may be in the form of a RFP or RFQ and the OCO should be familiar with the process differences associated with each. A solicitation must include a work statement, evaluation factors suitable for the instant requirement, contract type, price or cost instructions, period and place of performance, closing date/deadline, applicable instructions and other information (e.g., agency specific clauses, cyber-security requirements, etc.) applicable to the work effort.(See additional discussion under Direct Order/Direct Bill)
5. Evaluation criteria will be established in the RFQ/RFP (price or cost will always be a criterion), pursuant to FAR 16.505 with the aim of achieving best value. FAR part 15 evaluations are not required; however, if a FAR Part 15 task order solicitation process is not intended, it is a best practice to state that in your RFQ/RFP. FAR 16.505(b)(1)(ii) provides great latitude in designing a streamlined evaluation methodology (e.g., multi-phased approach), and we encourage utilizing that latitude in ways which are reasonable for your requirements. Additional considerations are shown below:
 - Past experience may be evaluated at the prime or the subcontractor level depending on Ordering agency needs.
 - Past performance was a criterion for basic contract award. OCOs may again use past performance as an evaluation criterion for task orders estimated to exceed \$100,000.
 - Either tradeoff or low price - technically acceptable evaluations are valid best value methods authorized for task order source selection.
 - Oral presentations may be implemented

- The OCO may evaluate quotations and proposals without discussions and should make that a clear expectation in the task order RFQ/RFP. If the OCO intends to award using a methodology that includes discussions the information should be clearly identified in the task order RFQ/RFP.
6. Price or cost must be an evaluation factor for all task orders. Evaluation factors other than price or cost should be limited to meaningful discriminators. The OCO is responsible for completing and documenting price reasonableness consistent with FAR 15.4.
 7. A multi-phased approach is a streamlined evaluation process that may be used to save time and resources for the contractor and the government. There are several benefits to a streamlined multi-phased approach, such as reducing the time and resources expended in the competition, lowering proposal preparation costs, and improving the exchange of information between the government and the offerors. Regardless of the approach chosen, all contractors must be afforded a fair opportunity to be considered, requiring a full understanding of FAR 16.505.
 8. Provisions and clauses supplementing the FAR, which are prescribed and included in authorized agency acquisition regulations, may be added in Order solicitations so long as they are not inconsistent with the basic contract's terms. Refer to FAR 52.101(b)(2)(i)(A-C) for examples of provisions and clauses. The OCO is responsible for clearly identifying the applicable provision and clause configuration in task order solicitations.
 9. GSA offers OCOs an opportunity to utilize the no-cost scope compatibility review service for the TeleServe II Contract. This quality assurance measure has been made available for those federal agencies that would like assistance in determining overall scope fit of a prospective requirement, or modification to an existing order, on a TeleServe II Contract. OCOs may request scope compatibility reviews at any time during the acquisition process and are encouraged to do so prior to competing order opportunities or entering into directed order negotiations. (See Appendix II)
 10. The TeleServe II Contracts were awarded using competitive procedures resulting in multiple awards. Unless an exception applies, all orders with an estimated value expected to exceed the micro purchase threshold are to result from a fair opportunity to be considered per FAR 16.505(b)(1). You must provide a fair opportunity to both TeleServe II awardees, unless an exception to fair opportunity is followed. You must exercise sound judgment consistent with the business and mission requirements of the customer agency, when considering a delivery or task order award. The fair opportunity process should be straightforward, simple, and reflective of the nature of the telecommunications infrastructure product, service, or solution being procured.

NOTE: There is no FAR requirement to communicate any ordering award decision to the contractor(s) that did not receive a particular order. However, it is good business practice and will serve to strengthen communications and relationships with our industry partners. It may also help our industry partners to improve their competitiveness on future awards. We encourage you to provide information to industry partners across the process, particularly on large orders. This would include informing all vendors of planned fair opportunity criteria in advance and informing all vendors when an order has been awarded. It would be appropriate for you or your appointee to notify vendors via written communication (i.e. email or letter).

It is recommended that OCOs keep RFQ/RFP submission requirements to the necessary minimum to promote competition. Once a DPA is granted, the OCO follows their internal process for planning, funding the requirement, gaining any necessary approvals and documenting the Order.

Contract Use Fee (CUF):

GSA will charge the (Agency) a 5% contract usage fee per service order. Agency will include a separate line item on each service order identified as "GSA Contract Usage Fee" computed at the above percentage rate of the total amount of the order and pay that amount to the Contractor when billed.

Exceptions to Fair Opportunity:

FAR 16.505(b)(2)(i) FAR 16.505(b)(2)(ii)

https://acquisition.gov/far/current/html/Subpart%2016_5.html

Labor Categories, Rates and Standard Occupational Series:

https://acquisition.gov/far/current/html/Subpart%2022_4.html

In support of the task orders issued under the terms of this contract, orders may require labor support which is governed by either the Davis Bacon or Service Contract Acts. This labor will be integral to the overall project. To the extent that construction, alteration and repair are subject to the Davis Bacon Act and within scope of a task order and the TeleServe II, the OCO must identify such work under a separate CLIN on the task order and apply wages in accordance with FAR 22.404. Any construction, alteration and repair shall be firm fixed price, even if other aspects of the task order are another type. The TeleServe II Contract does not include all applicable flow-down clauses for labor categories subject to the Davis Bacon Act. Each task order must be tailored to include the appropriate clauses.

Additionally, the Ordering CO reserves the right to negotiate labor categories and rates that differ from the basic awarded contract rates at the task order level, if determined necessary due to changes in the prevailing wage rates. All work performed under this contract shall be within the scope of the contract.

At the task order level, the Government will only pay a rate for materials and/or labor that are at or below the prices incorporated and awarded into the basic IDIQ contract. Additionally, no additional indirect rates (e.g., OH, G&A, profit, material and handling charges, etc.) shall be added at the task order level that are not expressly authorized in the basic contract (without exception).

No materials, labor categories, or other services shall be quoted or sold by the contractor under the terms of a contract awarded under the terms of this PWS that are not fully priced, and incorporated in the contractors' basic IDIQ contract. Overtime will not be allowed for professional labor categories, and will only be allowable per the applicable/prevailing law (SCA or DBA covered employees).

The standard/basic labor categories to support the requirements of the IDIQ contracts are provided in the table below. The labor rates proposed and awarded under the terms of the contracts shall be applicable to work performed anywhere in the contiguous US for all labor categories that are determined to be professional in nature. For non-professional labor categories for which either the Davis Bacon Act or the Service Contract Act (SCA) apply, the contractor shall pay at least the wages required by the prevailing wage rates as applicable. Area specific applicable wage determinations should be incorporated at the task order level. If the rates awarded in the task order are already higher than the rates required by the Act, and there is an increase in the prevailing wages under the Act(s), the Government is not obligated to increase the labor rate as awarded on the basic contract. If the wage rate awarded in the task order for the labor category covered by the Act(s) is not lower than the new prevailing wage, the Government shall be required to increase the awarded rate on the basic

contract. Those labor categories that are subject to the SCA (and/or Davis Bacon Act) require the Ordering Contracting Officer (OCO) must identify such work in the task order solicitation and make a determination as to whether SCA wage determinations are to be applied to each individual task order scope of work, or not, and shall incorporate the applicable Wage Determinations for the county in which the work is being performed. No services shall be rendered outside of the 48 contiguous United States, and the District of Columbia. Below are labor categories desired in this requirement and corresponding Department of Labor occupations:

Desired Labor Category	DOL Occupation
Program Manager	No SCA
Telecommunications Programmer	03103 Computer Systems Analyst III
Systems Analyst – Senior	03103 Computer Systems Analyst III
Telecommunications Network Help Desk	03044 Computer Operator IV
Telecommunications Analyst/Technician	23931 Telecommunications Mechanic II

Direct Order/Direct Bill:

After receiving a delegation of authority (See Appendix III) to procure against the contract, customers may interact directly with the TeleServe IIContractor(s) as well as place orders directly. Under Direct Order/Direct Bill, the agency is responsible for all aspects of the acquisition and administration GSA only provides the contract vehicle. The customer agency contracting officer or designee will be subject to the FAR, rules, regulations, and conditions promulgated and enforced by that customer agency. The billing for these services is directly between the Ordering Agency and the TeleServe IIContractors.

Requirements for services will be articulated in the form of a Statement of Work (SOW).The SOW is to be structured to ensure that all requirements are clear and that the contractor selection process is fair and consistent. Each SOW should address at a minimum the following:

Summary of Required Services: Provide a brief description/summary of the services sought and when the products/services are required.

Purpose: Provide a short discussion of the project’s background which can include

- a. Brief description of the agency organization
- b. Scope of the requirement
- c. Current technical environment that describes the current architecture and any services provided by current contractors.

Requirements: Describe the work to be performed without being too restrictive to the offeror’s approach. Include technical requirements and performance requirements. Describe requirements and metrics to be used to assess quality of service delivery based on contract specified performance measures or others as needed, including technical interface requirements.

Place of Performance/Delivery (e.g., where the service or product is required) Period of Performance/Delivery Schedule

Travel Requirements (e.g., number of anticipated trips and location) (all travel shall be administered in accordance with the Federal Travel Regulations (FTR)).

Security Requirements: Personnel and information security requirements necessary to support this SOW.

Government Furnished Equipment and/or Information: Identify the Government-furnished equipment and information if any to be provided to the contractor.

Once the statement of work is finalized the Agency may send this request via e-mail with a suspense date as defined by the requesting customer. If the desired service and/or product are already available and priced on the contract, the Contractor will respond to the RFP/RFQ with the applicable existing CLIN(s) and pricing.

The Agency Contracting Officer/Ordering Official for each delivery/task order will be responsible for closing out the order when completed. The TeleServe II Contractor must work in partnership with the Government to closeout orders as soon as possible by using procedures described in FAR 4.804. Notification that a closeout of a delivery/task order is completed must be provided to the TeleServe II PCO immediately upon closeout. The fee DO/DB will be \$500.00 for orders under \$10,000.00 and 5% for orders over \$10,000.00.

Direct Order/Direct Bill Ordering Example:

The following is an example of the scenario for utilizing the Direct Order/Direct Bill ordering method:

Scenario: The customer Agency has a requirement for a TeleServe II product or service that is within scope and available on contract:

1. The Agency sends a statement of work (SOW) with information as listed on Page 3 of this document to the TeleServe II Contractor.
2. The TeleServe II Contractor will respond directly to the Agency:
 - a. That they can provide the desired services using existing contract CLINs, or
 - b. They can perform the work but not all items currently exist on contract. In this case the contractor must first submit a contract modification proposal to the GSA PCO for review and incorporation into their contract before they can propose pricing to the Agency.
3. Contractors will propose fixed price solutions to meet the SOW requirements.
4. The customer Agency is responsible for reviewing and selecting the Contractor and solution in accordance with the Agency's evaluation criteria. Once this is completed the Agency places the order.

GSA Assisted Acquisition Services for Ordering/Billing:

Under GSA Assisted Services, GSA may perform for a fee any or all of the following on behalf of an Agency:

- Assist and/or develop an SOW
- Verification, obligation, and ensuring proper use of funds
- Evaluating proposals and awarding orders
- Maintaining all award documentation
- Processing order closeout

To conduct business between GSA and other Federal agencies, GSA uses reimbursement agreements. A reimbursement agreement is required for GSA Assisted Ordering/Billing. Reimbursement agreements are the primary means by which GSA receives requests from Federal agencies for acquisition services.

In GSA, a reimbursable agreement is formalized by the acknowledgement and signature of the customer on an Interagency Agreement (IA), with an accompanying customer funding document and GSA acceptance. GSA acceptance is required on all funding documents such as Military Interdepartmental Purchase Request (MIPR) and MIPR Acceptance. Normally, no acquisition or services may be performed by GSA until a reimbursable agreement is properly executed including funding documents.

Reporting Past Performance:

The OCO is required by FAR 42.15 to complete a past performance record for the industry partner.

https://acquisition.gov/far/current/html/Subpart%2042_15.html

Reporting and Task Order Closeout:

It is the OCO's responsibility to close out Orders per FAR 4.804 and 4.805. Please provide a copy of close out modifications to the GSA in accordance with the DPA.

https://acquisition.gov/far/current/html/Subpart%204_8.html

Subcontracting:

This acquisition was conducted as a set-aside contractual action. Therefore, in accordance with the 13 CFR 125.6, a small business concern contracting for services will perform at least 50 percent of cost of the contract incurred for personnel with its own employees.

<http://www.publiccontractinginstitute.com/far-52-219-14-limitations-on-subcontracting/>

Task Order Size Re-representation:

FAR 52.219-28,

<http://www.farsmarterbids.com/regs/fars/section.php?sectionID=01520219-28>

Appendix I – Roles and Responsibilities

GSA is designated by OMB to issue and administer the TeleServe II Contract. With that designation, rests oversight. In addition to reviewing task order scope and addressing any scope incompatibility, GSA reports the following to the OMB:

- Statistics on fair opportunity ordering
- The number of task orders that include performance-based terms
- Task order types
- Competitive participation levels for task orders
- Exceptions to the fair opportunity
- Task order award values
- Socio-economic breakdown

Typical responsibilities for TeleServe II PCOs, requiring activities and OCOs are shown below, and are established in writing between the parties in a written GSA issued Delegation of Procurement Authority (DPA). A specimen DPA is available in Appendix VIII.

PCOs

- Award, administer, and oversee the TeleServe II Contract, which include, but are not limited to:
- Have exclusive, non-delegable rights to modify basic contract terms and conditions
- Provide advice and guidance to Ordering/requiring activities, OCOs and Industry partners regarding scope and acquisition regulations, and help settle any scope related or performance related issues that involve the terms and conditions of the basic contract.
- Assist Ordering/requiring activities understand how the Small Business TeleServe II Contract can be used to meet IT requirements
- Conduct Meetings with TeleServe II industry partners
- Review Subcontract Reporting and Quarterly Status Reporting

Requiring Activity

- Defines task order requirements
- Prepares work statement for task order RFQs/RFPs
- Funds requirements
- Ensures IT capital planning when appropriate
- Assists OCO with quote/proposal evaluation
- Assists OCO with performance monitoring and appraisal

OCO

Award, administer and oversee the task orders, which include, but are not limited to:

- Serve as the default COR/COTR for orders (may re-delegate this in writing)
- Place order(s) per DPA terms
- May not modify the basic TeleServe II contract
- Maintain focus on individual orders
- Provide for a fair opportunity to be considered per FAR 16.505
- Manage order administration
- Oversee and execute in-scope order modifications

- Resolve order disputes
- Ensure FPDS-NG reporting is completed
- Ensure all task orders and support information are forwarded to GSA timely
- Ensure past performance is completed in accordance with agency procedures
- Ensure all task orders are for IT services or IT services-based solutions
- Perform order close out

COR Duties

- Assists the TeleServe II CO and the OCOs in the administration of the contract and their individual orders, as required, with limited authority.
- Provides technical guidance and assistance to ordering activities.
- Cannot modify the TeleServe II contract.
- Cannot obligate the Government.

NOTE: Some of the responsibilities are attributed to the OCO's warrant/FAR-based responsibilities and federal funds stewardship, while others are attributed to the OCO's TeleServe II-based responsibilities.

Appendix II– Scope Compatibility Review Request

In order to expedite your request for a scope review, please attach 1) this completed form, using additional pages as necessary, along with 2) the work statement and 3) a detailed government estimate (if any) to an email addressed NWSworkrequest@gsa.gov. The TeleServe II Contracting Officer will do the scope reviews submitted by Ordering Offices.

Project Name _____

Project Number _____

Agency _____

Contracting Officer
Name _____

Phone Number _____

E-mail _____

Program Contact
Name _____

Phone Number _____

E-mail _____

Estimated Task Order Amount
Inclusive of Options _____

(Attach detailed government estimate, if any)

Estimated Solicitation Date _____

Desired Award Date _____

Estimated Period of Performance _____

Place of Performance _____

Acquisition History _____

Proposed Order Type: (check all that apply): Fixed-Price Time & Materials Labor-Hour
Have you used this process before? Yes / No _____

Although GSA will respond in writing, would you also like a consultation? Yes / No _____

Appendix III– Specimen Delegation of Procurement Authority

Date Assigned Delegation

MEMORANDUM FOR: **NAME OF OCO**
Requesting Agency (Section #) Ordering Contracting Officer (OCO)

FROM: Sheila Morrison
TeleServe II Contracting Officer
(817) 978-4656 (Office) (817) 574-2437 (Fax)
NWSworkrequest@gsa.gov

SUBJECT: Delegation of Procurement Authority (DPA) as OCO to Compete,
Award, and Administer TeleServe II task orders

TeleServe II Indefinite Delivery Indefinite Quantity (IDIQ)

The purpose of this DPA is to ensure that the roles and responsibilities between the TeleServe II COs and the OCO are clearly established in order to ensure proper use of the TeleServe II vehicles while promoting public policy objectives.

GSA retains sole responsibility to administer and modify the basic Indefinite Delivery, Indefinite Quantity (IDIQ) master contracts. GSA will evaluate the performance of TeleServe II contractors against the master contract terms. It will also provide advice and guidance to agencies/OCOs on all TeleServe II procurement matters.

The DPA authority does not extend to administration of task orders awarded by OCOs outside your current warranting organization unless:

1. Your agency is a servicing agency as defined in OMB Memorandum “Improving the Management and Use of Interagency Acquisitions, June 6, 2008; and,
2. Your agency enters into a Memorandum of Understanding with the Agency that awarded the task order in accordance with FAR 17.502-1(b)(1) specifically for administration only of the task order.

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 is within the requiring Agency and is contracting for its own requirement. You will perform all required pre and post award functions of your individually awarded task order.

The authority granted to you under this DPA is limited to those requirements of your agency that are within scope of the TeleServe II contract vehicle. Your authority to administer TeleServe II task award functions associated with the task order is subject to the following terms and conditions of this DPA:

1. Compliance – You are expected to comply with the TeleServe II terms and conditions, the TeleServe II ordering guides, the Federal Acquisition Regulation (FAR) and the authorized agency FAR 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 TeleServe II contract or completion and closeout of any awarded task orders whose duration extends beyond the expiration of the respective contract, whichever is later. You are also required to maintain a valid warrant authority. Notwithstanding the preceding, this DPA is portable under certain conditions. If you change organizations within the larger Agency, or move to a new Agency but will continue to be warranted, the DPA is portable. However, you must notify the TeleServe II COs of the move or reassignment and provide information on the new warrant when it is issued. Re-training is not required unless there is a break of more than ninety days in possession of a current warrant or serving in a Contracting Officer position. 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 TeleServe II scope. The TeleServe II program team is available to assist with this determination at any time upon request.
5. Administrative Reporting – Upon award, OCOs are responsible for reporting the task order award action in the Federal Procurement Data System – Next Generation (FPDS-NG). In addition to FPDS-NG reporting, OCOs are required to provide a complete copy of the task order, e.g., the signature page, the work statement and the line items (equivalent to Sections A-J of the Uniform Contract Format, or equivalent if a commercial services task order), any subsequent modifications and the task order information form(s) included with this DPA to the respective TeleServe II email address at NWSworkrequest@gsa.gov.

The OCO is responsible for complying with all FAR-based rules when competing, awarding and administering Task Orders. The following list, while not all-inclusive, represents key areas of responsibility:

Fair Opportunity – Ensure that 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. The OCO must comply with the requirements to prepare justifications and obtain approvals of justifications for exceptions to fair opportunity in accordance with FAR 16.505.

Funding – Verify that funding is available. 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 appointed to perform order monitoring and oversight functions, you must ensure that the extent of their authority and responsibilities is clearly defined. The COR’s appointment should be in writing and a copy provided 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 Performance – Assure contractor performance and support compliance with both task order terms and conditions. Take appropriate action to maintain the Government's rights. OCOs should conduct contractor performance evaluations IAW 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 system 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.

Task Order Closeout –Close out task orders IAW FAR 4.804-5 and provide the TeleServe II Contracting Officer a task order closeout completion statement.

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 General Accountability Office and the GSA.

Thank you for your interest in GSA's TeleServe II program. We are committed to delivering acquisition vehicles that provide our customers with convenient access to the best qualified contractors in the professional services-based solutions marketplace. If you have any questions regarding this DPA, the TeleServe II vehicles, or our program in general, please feel free to contact the TeleServe II Program Office at any time at NWSworkrequest@gsa.gov.

Appendix IV – Task Order Size Re-representation

Quality of service delivery and socioeconomic public policy (e.g. small business goals/socioeconomic credit) are key reasons why government customers use TeleServe II Contract. Quality of service delivery is assured by the evaluation process required of industry partners to win a position on a TeleServe II, and also by the flexible customer-controlled order evaluation and award process during which customers control evaluations techniques designed to select an industry partner to fulfill their mission objectives.

In support of socioeconomic public policy, all industry partners on the TeleServe II contractors were duly recorded as small business concerns in FPDS-NG at TeleServe II award, making them small businesses on the TeleServe II contract – a term of art that is beneficial for customers to know. However, as time passes, circumstances sometimes change for an industry partner whereby it is no longer considered a small business concern in general, and more limited circumstances can make an industry partner no longer considered a small business concern on a federal contract, whereupon the industry partner no longer provides any socioeconomic credit for new orders.

This matters, because in order to award an order to a small business on the TeleServe II Contract that provides socioeconomic credit for new orders, the selected industry partner must not have had a change in circumstances to its small business status resulting in it becoming other than a small business on the TeleServe II Contract.

What circumstances lead to a TeleServe II Contract industry partner becoming other than a small business on the TeleServe II Contract?

- 1) Merger or acquisition with or without novation - an immediate trigger that requires re-representation on the TeleServe II Contract within 30 days, and subsequent re-coding as other than a small business concern per FAR 52.219-28 if the merged or acquired organization does not remain a small business concern.
- 2) Organic growth that, at the contract option, results in an industry partner not remaining a small business concern entering the 6th year of the contract, as a result of the size re-representation required for the contract option period.

How do I know if a TeleServe II Contract industry partner remains a small business on the TeleServe II Contract? The Small Business Division maintains lists, presently in spreadsheet format, on the individual website. Industry partner small business status is indicated on the list.

What regulations that govern these matters?

FAR 52.219-28 (www.acquisition.gov)

FAR Final Rule 74 FR 11821 & 14492 (www.gpoaccess.gov)

SBA Final Rule 71 FR 66434 (www.gpoaccess.gov)

As a government customer, what can I do to assure an order is awarded to an industry partner that is a small business on the TeleServe II Contract? Because there might be a slight lag between a company becoming other than small, and it fulfilling its obligation to report to GSA pursuant to FAR 52.219-28, which provides for such reporting to be slightly in arrears, the Division recommends OCOs not simply rely upon the information about industry partner size status maintained on the individual websites, and instead implement an Order Size Re-representation (OSR). Pursuant to SBA's regulatory framework, GAO and the Federal Court have upheld a procuring agency's authority to request size certifications with respect to particular orders. See

LB&B Associates, Inc. v. U.S., 68 Fed. Cl. 765 (Fed. Cl. 2005); CMS Information Services, Inc., B- 290541, Aug 7, 2002, 2002 CPD ¶ 132. Accordingly, an OCO has the discretion to require a re-representation of the TeleServe II Contract industry partners' size status as a condition of order award.

OSR Template

An OCO may incorporate the following OSR language into order solicitations in order to require re-representation as a condition of order award:

Notice of Order Size Re-representation (OSR) at the Order Level

Offers are solicited only from <insert TeleServe II Contractor name> industry partners that have not re-represented as other than small in accordance with FAR 52.219-28 Post-Award Small Business Program Re-representation. Those <insert TeleServe II Contractor name> industry partners having experienced an event that triggers the notification requirements contained in FAR 52.219-28(b)(1) or (b)(2), and are other than small as a result of said triggering event, are considered to be other than a small business concern for the purposes of this procurement regardless of whether the industry partner has fulfilled the re-representation notification pursuant to FAR 52.219-28.

Offers received from <insert TeleServe II Contractor name> industry partners that have re-represented their size status as other than small under the <insert TeleServe II Contractor name>, or have had a triggering event and are not currently considered small business concerns under the <insert TeleServe II Contractor name> are not desired and shall be rejected as non-conforming with this OSR. The following representation must be completed and submitted with the offer.

I hereby represent that my company (check one) ____ has ____ has not re-represented itself as other than a small business concern under <insert TeleServe II Contractor name>, and (check one) ____ has ____ has not experienced a triggering event pursuant to FAR 52.219-28 resulting in the company being other than a small business concern regardless of if notification of that circumstance has or has not been provided pursuant to the timetable established in FAR 52.219-28.

[END]