Date 2019

**TO:** Ordering Contracting Officer – NAME (AGENCY)

**FROM:** Tracey Embry

U.S. General Services Administration (GSA) Contracting Officer

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**SUBJECT:** Delegation of Procurement Authority for Ordering Contracting Officer to Compete, Award and Administer Complex Commercial SATCOM Solutions (CS3) Task Orders

**REF:** **CS3 Contracts:**

GS00Q17NRD4001 – AIS Engineering, Inc.

GS00Q17NRD4002 – ARTEL, LLC

GS00Q17NRD4003 – By Light Professional IT Services, Inc.

GS00Q17NRD4004 – Comsat Inc.

GS00Q17NRD4005 – CopaSat, LLC

GS00Q17NRD4006 – DRS Global Enterprise Solutions

GS00Q17NRD4007 – Hughes Network Systems, LLC

GS00Q17NRD4008 – Incident Communication Solutions, LLC (d/b/a Peake)

GS00Q17NRD4009 – Intelsat General Corporation

GS00Q17NRD4010 – Knight Sky LLC

GS00Q17NRD4011 – LBiSat LLC

GS00Q17NRD4012 – Lepton Global Solutions, LLC

GS00Q17NRD4013 – RiteNet Corp

GS00Q17NRD4014 – Inmarsat Government, Inc.

GS00Q17NRD4015 – SES Government Solutions, Inc.

GS00Q17NRD4016 – TeleCommunication Systems Inc.

GS00Q17NRD4017 – Trace Systems, Inc.

GS00Q17NRD4018 – TrustComm, Inc.

GS00Q17NRD4019 – UltiSat, Inc.

GS00Q17NRD4020 – Signal Mountain Networks, Inc.

47QTCE18D0001 – Globecomm Systems Inc.

47QTCE18D0002 – U. S. Electrodynamics, Inc.

The purpose of this Delegation of Procurement Authority (DPA) is to ensure that the roles and responsibilities between the CS3 Contracting Officer (the Procuring Contracting Officer, a/k/a “PCO”) and the Ordering Contracting Officer (OCO) are clearly established.

The authority granted to you under this DPA is limited to the CS3 Contracts listed above and those Task Orders awarded and administered by you or another OCO possessing a valid DPA in your current organization. The DPA authority does not extend to the CS3 Basic Contracts or Task Orders awarded by other OCOs outside your current organization.

You will act as the central point of contact under each CS3 Task Order you compete, award, or administer, and you are responsible for coordinating with (a) the awarded Contractor; (b) the funding organization/receiver of goods or services (i.e., Client); and (c) 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 task order award and administration functions subject to the following terms and conditions of this DPA:

1. **Compliance** – You are expected to comply with the referenced CS3 Contracts terms and conditions, the CS3 Customer User Guide, the Federal Acquisition Regulation (FAR) and the applicable authorized agency supplement or exception thereto, applicable agency-specific statutes and policies, and the additional responsibilities defined in this DPA. You must provide a copy of your DPA to the CS3 contract holder upon award of a Task Order, as CS3 contractors are not authorized to accept awards from OCOs that do not hold valid DPAs.

1. **Duration** – This DPA is effective until the expiration of the respective CS3 contracts 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 (Department of Defense or Civilian), a new DPA request is required. The DPA cannot be redelegated.
2. **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.
3. **Scope Compliance** –You are expected to ensure that Task Order work is within scope and below the applicable cumulative contract ceiling for the CS3 Program. The OCO will provide the Statement of Work (SOW) or Performance Work Statement (PWS) to the CS3 PCO. The CS3 PCO coordinates scope determinations with the CS3 program team. Scope reviews can be 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. Any changes to the SOW/PWS or expansion of the original requirement will require an additional scope review by the CS3 PCO. Should the GSA CS3 PCO determine a CS3 Task Orders to be out of scope, the PCO will inform the OCO that the Task Order must be canceled.
4. **Administrative Reporting –** Upon award, OCOs are responsible for entering Task Order information into the Federal Procurement Data System – Next Generation (FPDS-NG).

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

* **Fair Opportunity** – Ensure that all contractors are provided a fair opportunityto be considered in accordance with FAR 16.505, or authorized agency supplements or exceptions thereto, prior to CS3 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. The CS3 program provides a limited number of qualified contractors to compete and fulfill requirements to provide worldwide commercial satellite communications (COMSATCOM) complex satellite solutions for Government agencies and other authorized entities. All CS3 contractors should be afforded the fair opportunity to compete for all CS3 Task Orders, regardless of dollar value.
* **Cost or Price Analysis and Audits** –Perform and document cost analysis and/or price analysis (FAR 15.4) as appropriate in determining the overall CS3 Task Order price to be fair and reasonable, as well as respond to any related audits.
* **Organizational Conflict of Interest (OCI)** -- Under the FAR contracting officers are required to identify and evaluate potential Organizational Conflicts of Interest (OCIs) as early in the acquisition process as possible, and avoid, neutralize, or mitigate significant potential conflicts of interest before contract award. [FAR § 9.504(a)] The GAO has established that a contracting officer may disqualify a firm from the competition where the firm may have obtained an unfair competitive advantage, even if no actual impropriety can be shown, so long as the determination is based on hard facts, and not mere innuendo or suspicion. Of particular note, the GAO has ruled that reliance on firms’ own certifications does not constitute meaningful OCI examination. [See C2C Innovative Solutions, Inc., B-416289, B-416289.2, July 30, 2018]
* **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 assigned to perform order monitoring functions, you must ensure that 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 CS3 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 CS3 Task Order and contract 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 CS3 Task Order. OCOs will complete contractor performance evaluations, with input from the COR/requiring activity, when the Task Order work is completed. OCOs should use their organization’s designated contractor performance reporting application to record performance, such as Past Performance Information Retrieval System (PPIRS).
* **Prompt Payment** – Ensure prompt payment of contractor CS3 invoices and prompt rejection of nonconforming invoices.
* **Task Order Closeout** – Perform CS3 Task Order closeout IAW FAR 4.804 and provide the CS3 PCO with a Task Order closeout completion statement and closeout modification.
* **Requests for Information** – Respond to any requests for information pertaining to CS3 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 CS3 Program. We are committed to delivering acquisition vehicles that provide our customers with convenient access to the best qualified contractors in the COMSATCOM services and services-based solutions marketplace. If you have any questions regarding this DPA, CS3, or our SATCOM program in general, please feel free to contact the CS3 program team at any time.

For more information about CS3, please visit our website at www.gsa.gov/satellite. There you will find links to copies of the Basic Contracts and other useful information, including various points of contact.

Signature, Tracey Embry Date

Contracting Officer