MEMORANDUM OF UNDERSTANDING
with
THE ROCKY MOUNTAIN GENERAL SERVICES ADMINISTRATION, REGION 8
FEDERAL TECHNOLOGY SERVICES
and

_____
(agency name/activity)

I. PURPOSE: To establish the terms and conditions of an agreement between the General Services Administration (GSA) and the client through which information technology support services will be provided.

II. SCOPE: This is an agreement limited to the purchase of IT hardware, software, complex and non-complex integration services. GSA will be reimbursed for the actual cost of the purchase plus:

a. A two percent (2%) GSA processing fee or a minimum fee of $500 for Commercial-off-the-Shelf (COTS) hardware and software purchases;

b. A six percent (6%) GSA processing fee or a minimum fee of $500 for non-complex IT integration services up to and including $500,000 or a maximum fee of $25,000;

c. A five percent (5%) GSA processing fee for non-complex IT integration services up to and including $750,000 or a maximum fee of $27,500;

d. A four percent (4%) GSA processing fee for non-complex IT integration services up to and including $1,000,000 or a maximum fee of $30,000;

e. A three percent (3%) GSA processing fee for non-complex IT integration services exceeding $1,000,000;

f. A six percent (6%) GSA processing fee for complex integrated services using GSA Western Zone Contracts up to $1,000,000;

g. A five percent (5%) GSA processing fee for complex integrated services using GSA Western Zone Contracts from $1,000,000 to $2,000,000;

h. A four percent (4%) GSA processing fee for complex integrated services using GSA Western Zone Contracts greater than $2,000,000;

i. A five percent (5%) GSA processing fee or a minimum fee of $500 for COTS hardware leases. All procurements for hardware leases must be designated as Category II funding, direct citation of funds;

j. GSA processing fees for GSA National Contracts (such as TMS, TSC-2, etc) are contained in the terms of the contract as established by the GSA issuing office and will be applied as required.

III. ROLES AND RESPONSIBILITIES:

GSA Duties will include: GSA will administer orders for Category I, Reimbursable types of contracts and delivery orders. The GSA Representative will assist in day-to-day project administration. The GSA Contracting Officer will resolve any contractual issues and will adjudicate all disputes with the contractor.

GSA will review statements of work, and determine if the proposed task/delivery orders are within the scope of the contract and the task/delivery order limitations. GSA will assist the client in defining contractual requirements, such as assistance to develop detailed descriptions of deliverables, schedules, and pricing approaches.

GSA will make payment for accepted goods/services upon receipt of the signed receiving report in accordance with the Prompt Payment Clause.

Client Responsibilities will include: Clients shall assign a Client Representative for each task order as the single point of contact (POC) with GSA and the contractor. The client shall also identify an alternate Client Representative to ensure continuity of the client's responsibilities under this agreement. The Client Representative or a designated alternate will be responsible for coordinating all task-related matters within the client organization. Client Representatives shall:

a. Provide final concurrence on all statement's of work (SOW) for task/delivery orders and modifications thereto.

b. Review, comment and approve cost and schedule changes, including the documentation for such actions.

c. Provide essential documents such as, obligating document (MIPR, DI-1, Acquisition Request, etc.) When submitted, the document will contain:

(1) the GSA project number or task order number;

(2) the Client's POC with phone and fax numbers;

(3) the complete shipping address(es); and

(4) the receiving POC with phone and fax numbers.

d. Advise the GSA Contracting Officer within 5 days (or sooner) of any performance problem detected with the contractor that may affect delivery or costs of

completed work.

e. The client shall not request or take any action which could mislead the contractor into considering any proposed changes as being official that have not been contractually incorporated into an approved contract or delivery order.

f. Clients will be required to acknowledge receipt and acceptance of supplies and services. The client shall review, inspect and accept all delivered products/services that have been purchased by GSA. Upon receipt of goods and/or services, the client's POC will provide GSA with a timely receiving report, normally a DD Form 250, GSA Form 300, or equivalent. All orders are subject to the Prompt Payment Clause and the time constraints for inspection, receiving, and acceptance of supplies/services contained therein.

IV. FUNDING: Funds are not obligated by this agreement.

V. CANCELLATION AND DURATION: This agreement may by canceled on 30 calendar days written notice by either party. If this agreement is cancelled, all awarded task/delivery orders will be administered until completion, in accordance with their required duration.

VI. MODIFICATIONS: Modifications may be proposed at any time during the period of performance by either party, and shall become effective upon approval by both parties.

VII. DISPUTES AND PROTESTS: If a dispute or protest arises due to the performance or termination of an order and a contractor appeals or protests to a forum such as the General Accounting Office (for a protest), or the GSA Board of Contract Appeals/ Court of Claims (for a dispute), and the forum rules in favor of the contractor, a settlement may be required. If the ruling requires GSA to pay the contractor additional money, the client will reimburse GSA any additional amount and the GSA surcharge in effect at the time of the ruling.

VIII. REGIONS: The IT Program is managed through each GSA region on a "project" basis. Most projects are directed by Requisitioners (clients) to the GSA region that is closest in geographic proximity to the client and/or the location of performance. However, a client may prefer to direct projects to other GSA regional Federal Acquisition Service Technology (FAST) offices based on preference relating to customer relations, past performance, etc. A client outside the geographic boundaries of this GSA region will be requested to provide documentation stating their preference to be served by Region 8.

IX. AUTHORITY: This agreement is entered into pursuant to the authority of the Information Technology Management Reform Act (ITMRA) of 1996, Pub.L.104-106, Section 5702 (the savings provision). This authority issued to GSA pursuant to ITMRA Section 5112(e) designating GSA as executive agent for government-wide information technology (IT) contracts and for government-wide IT acquisition programs and the provision of IT services carried out by FEDCAC, FEDSIM, FISSP, and other organizations within GSA.

For Category I, Reimbursable-type funding, IT Solutions derives its financing from the Information Technology (IT) Fund, (a revolving fund established under the authority of 40 U.S.C. 757.) Payments under this agreement are governed by 40 U.S.C. 757 rather than the Economy Act. Client orders are placed under this Memorandum of Understanding.

Under these terms, the existence of a defined requirement as reflected in the Client order and funding document, forms the basis for incurring and recording a financial obligation on the part of the Client. This obligation remains in force across Fiscal Year boundaries until the specified supplies or services are delivered or the agreement is rescinded by the signatories. The funds so obligated by the client do not have to be de-obligated at the end of the fiscal year as they would have been if subject to the Economy Act. The client should insure that any financial obligation incurred under this agreement is properly recorded so that the funds are available to pay for services/supplies for the duration of this agreement.

X. POINT OF CONTACT (POC) INFORMATION:

GSA POINT OF CONTACT:

Timothy Kramer (303) 236-7425
tim.kramer@gsa.gov
Denver Federal Center, Bldg.41, Rm. 297G (8TF)
Denver, CO 80225-0526

CLIENT POINT OF CONTACT (Project Officer and Secondary (if applicable) contact person):
[ ]
[ ]

XI. SIGNATURES:

FOR General Services Administration

Date:
Timothy J. Kramer
Director, IT Solutions (8TF)

FOR **[agency name/activity]**

Date:
[Signing Authority Name, Title]
[Client Agency Name/Activity]

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