

G.3 Ordering

The contractor shall respond to RFQs issued by the OCO. The contractor shall maintain an Internet-accessible, browser-based means for customers to obtain price quotes, place orders, track orders, change or discontinue them. Contractors are encouraged to use the same e-business practices that they use to support their commercial customers. The required level of support shall include maintenance and updates of Connections II equipment and labor within one business day after any contractual changes are approved by GSA.

G.3.1 Ordering Procedures

Ordering procedures must comply with the following: (a) FAR 16.505;

(b)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).

(c)The Ordering Contracting Officer (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;

(e) If the contractor proposes pricing, on in-scope equipment, not already priced in the contract the OCO will use FAR 16.505(b)(3) Pricing Orders to determine price reasonableness in accordance with FAR 15.4.

(f)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)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.

(h) Maximum order. The Contractor is not obligated to honor: (1) Any order for a single item in excess of \$100 Million; (2) Any order for a combination of items in excess of \$100 Million; (see I.6 FAR 52.216-19)

(l) Basic steps to awarding a task for a performance based contract are as follows:1. Develop requirements; 2. Conduct Market Research; 3. Develop a Statement of Work and Independent Government Estimate; 4. Ensure Fair Opportunity, FAR, and contract compliance; 5. Issue order; 6. Assure delivery and payment

G.3.1.1 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).

G.3.1.2 Order Contents

Each written task order will contain, at a minimum, the following elements:

1. Date of Order
2. Contract Name and Number
3. Ordering Agency/Division/ Branch
4. Job/Task Description
5. Item Numbers, quantities, unit prices, deliverables
6. Period of Performance
7. Place of Performance
8. OCO and other responsible officials with phone numbers

G.3.1.3 Order Types

Task orders may be Fixed Price or Time and Materials. Cost Reimbursement task orders are NOT allowed under this contract.

G.3.1.4 Orders involving Installation Support

As stated in C.1.3 construction, alteration, and repair support services are only in scope as necessary to offer an integrated telecommunications solution provided that it is integral to and necessary for the effort stated in the task order. If an order requires installation support the following needs to be applied at the order level.

(a) Installation Support task orders may be subject to the Service Contract Act (SCA) and the Davis-Bacon Act (DBA) if-

(1) The task order is principally for services but also requires a substantial and segregable amount of construction, alteration, renovation, painting, or repair work; and

(2) The aggregate dollar value of such construction work exceeds or is expected to exceed \$2,000 for DBA and \$2,500 if SCA.

(b) SCA coverage under the contract. Task Order installation support requirements, may be subject to the SCA. Incorporate SCA clauses and minimum wage and fringe benefit requirements to all task orders for such maintenance and support work.

The Connections II contract does not include wage determinations or all applicable clauses for labor categories subject to the Service Contract Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

(c) DBA coverage under the contract. Contract construction, alteration, renovation, painting, and repair requirements (i.e., dry wall installation, building structural repair, paving repairs, etc.) are subject to the

DBA. Incorporate DBA clauses and minimum wage requirements to all contract service calls or orders for construction, alteration, renovation, painting, or repairs to buildings or other works.

The Connections II contract does not include wage determinations or all applicable clauses for labor categories subject to the Davis Bacon Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

(d) Repairs versus maintenance. Some contract work may be characterized as either DBA painting/repairs or SCA maintenance. For example, spot painting, or minor patching of a wall could be covered by either the DBA or the SCA. In those instances where task order requires construction trade skills (i.e., electrician, carpenter, plumber, painter, etc.), but it is unclear whether the work required is SCA maintenance or DBA painting/repairs, apply the following rules—

(1) Individual task orders which will require a total of 32 or more work-hours to perform shall be considered to be repair work subject to the DBA.

(2) Task orders which will require less than 32 work-hours to perform shall be considered to be maintenance subject to the SCA.

(3) Painting work of 200 square feet or more to be performed under an individual service call or order shall be considered to be subject to the DBA regardless of the total work-hours required.

(e) The determination of labor standards application shall be made at the time the task order solicitation is prepared in those cases where requirements can be identified. Otherwise, the determination shall be made at the time the task order is placed against the contract. The awarded task order shall identify the labor standards law and contract wage determination which will apply to the work required.

(f) Contracting officers may not avoid application of the DBA by splitting individual tasks between orders or contracts.

G.3.1.5 Government Use of Credit Cards

The contractor shall permit all authorized users (see Section G.1) to purchase Connections II products and services using government credit cards in accordance with ordering agency policy

G.3.1.6 Task Order Requests

Task Order Requests (TOR) will be issued by the OCO and will define the place of performance.

Also included will be the Statement of Work (SOW) that describes the technical requirements for deliverable products, performance standards, and acceptance criteria. This request also will include customer benchmarks (as applicable), and performance requirements in detail, sufficient to permit accurate estimation of cost, work hours, computer time, other resources, a schedule, completion date, and the total price. The contractor may be required to commit to a Service Level Agreement. (See G.3.1.1 Fair Opportunity)

G.3.1.7 Task Order Period of Performance

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Orders may be placed for over 5 years in length only if the OCO has fulfilled all of their agency policy and FAR requirements prior to issuing the order (e.g., this may require a D&F, etc). No existing Orders may extend more than five (5) years after the expiration of the Basic Contract. Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Basic Contract. Notwithstanding anything to the contrary above, a multi-year Order placed under the Basic Contract must be consistent with FAR Subpart 17 and any applicable funding restrictions. For orders extending beyond the Basic Contract expiration date in accordance with FAR 52.216-22, there shall be no increases to the year 10 prices for labor and equipment specified in Section B.