

# Memorandum of Understanding for IT Solutions

Control Number: \_\_\_\_\_

1. Purpose. This Memorandum of Understanding (MOU) establishes an interagency agreement between the General Services Administration (GSA) and the client. This agreement is effective when signed by GSA and the client.
2. Scope. Under this MOU, GSA will provide support services to the client through blanket purchase agreements or delivery/purchase orders issued to private sector contractors.
3. GSA Responsibilities. GSA will assign the necessary personnel determined by the contract used and the level of services ordered by the client. GSA assigned personnel include Contracting Officers, Technical Representatives, and Financial Managers. Depending on the level of service ordered by the client, GSA will:
  - a) provide access to various GSA requirements and multiple award contracts;
  - b) provide assistance to client officials seeking and receiving services;
  - c) review and evaluate requests for service to determine if the requests are within the scope of available contract vehicles;
  - d) review and evaluate offerings under one or more contracts in order to satisfy the client's requirements;
  - e) issue delivery or purchase orders, as well as any necessary change orders;
  - f) resolve contractual problems or issues, and adjudicate disputes with the contractor;
  - g) ensure the contractor complies with the terms and conditions of the contract; and
  - h) pay invoices for services that flow through the IT Fund and bill the client agency for reimbursable services.
4. Client Responsibilities. The client shall:
  - a) ensure that this MOU is signed by an official who is authorized to commit client funds and sign interagency agreements;
  - b) comply fully with client agency's procurement regulations and policies; ensure the agency's compliance with Circular A-76 in matters related to this interservice support agreement;
  - c) determine and communicate its requirements to GSA;
  - d) provide full funding for costs described in paragraph 6 (Costs) for all products and services ordered, ensuring that the funding document is signed by an official who is authorized to obligate funds;
  - e) advise the GSA immediately of any problems with the vendor that may affect delivery or cost of completed orders;
  - f) receive and accept services in a timely manner;
  - g) provide timely information so that GSA and the client's paying office may comply with all provisions of the Prompt Payment Act; and
  - h) pay invoices for services for which the client provided a direct fund citation, including any associated interest penalties because of late payments.
5. Funding.
  - a) Reimbursable funds are obligated to the Information Technology (IT) Fund pursuant to this agreement upon the issuance of a funding document by the client. GSA will not issue any delivery/purchase orders prior to its receipt of a funding document. The funding document will cite the amount being obligated by the client and will describe the agency requirement that will be met by the order. The amount being obligated by the client includes the anticipated value of the order(s) to be issued to the contractor plus any applicable GSA surcharges for recovery of GSA's costs of doing business. GSA will not issue a delivery/purchase order in excess of the funds obligated by the client. The funding document will contain a certification signed by an agency official having authority to obligate the funds, and cite the office to contact if there is a need to discuss payment problems.
  - b) Direct fund cite funding documents are signed and accepted by GSA. This document is obligated by the client's accounting and disbursement office for payment of the vendors invoice by the indicated office. The original signed copy and copies of the GSA Form 300 will be sent to the client with a copy attached to the contractor's copy of the 300. All delivery/purchase orders issued by GSA will cite the client's order number and line of accounting.
  - c) Credit cards are recommended for delivery/purchase orders under one hundred thousand dollars per order. GSA will charge the amount of the vendors invoice plus any applicable GSA surcharge to the client's credit card.
6. Costs. The client will reimburse GSA for costs of services provided by each delivery/purchase order (reimbursable funds) or pay the contractor directly upon rendering of a proper invoice (direct fund cite). Costs of services include the amounts due the contractor plus any applicable surcharges for recovery of GSA's costs of doing business. The client will help GSA avoid interest penalties by providing GSA with any necessary information within 10 days of receipt of the goods or services. If interest penalties are incurred, because the client has not provided timely receiving information, the client agrees to compensate GSA for the resultant interest penalties.
7. GSA Billing and Payment.
  - a) GSA will pay all charges for delivery/purchase orders from the Information Technology Fund on a reimbursable basis, unless other agreements have been made (described in paragraph 5). Report of ITF Services Performed, GSA 789 Voucher or TFS Form 7306, On Line Payment and Collection (OPAC), as applicable, will be used and shall be paid as rendered within 15 days.
  - b) The client is responsible for prompt payment of all billings. All reimbursable billings are delinquent when they are 45 days or more overdue.
  - c) When billings remain delinquent over 90 days and the client has not indicated a problem regarding services, GSA will not issue any new orders or modifications to existing orders for that client, and termination of existing services will be considered by GSA and negotiated with the client.
8. Cancellation. This agreement or any delivery order /purchase order issued under this agreement may be canceled in 30 calendar days by written notice by either party. If this agreement is canceled, all orders issued under this agreement are canceled. If this agreement, or any order under this agreement, is canceled, the client assumes responsibility for all costs resulting from the cancellation.
9. Disputes and Protests. If a dispute or protest arises from the specifications, solicitation, award, performance, or termination of a delivery/purchase order and the contractor appeals or protests to a forum such as the GSA Board of Contract Appeals, the General Accounting Office, or a Federal Court, and the forum makes an award in favor of the offeror or contractor, additional funding may be required.

## CLIENT OFFICIAL:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

## GSA OFFICIAL:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_

GSA representative: \_\_\_\_\_