

**Customer Service Agreement**

**No. --**

**Pursuant to the Clinger-Cohen Act  
Through which the**

**[AGENCY]**

**Is purchasing services under the  
COMMITTS NexGen Government-Wide Acquisition Contract (GWAC)**

**And from the**

**U.S. Department of Commerce  
COMMITTS NexGen Program Office**

**1. Parties and Purpose**

This Customer Service Agreement (CSA) establishes an agreement between the [AGENCY], and the U.S. Department of Commerce COMMITTS NexGen Program Office, through which [AGENCY] and will pay the COMMITTS NexGen Program Office for use of its GWAC services.

**2. Background**

The COMMERCE Information Technology Solutions Next Generation (COMMITTS NexGen) Program Office provides the federal government with a Government-Wide Acquisition Contract (GWAC) to satisfy information technology requirements that are appropriate to be performed by small, small disadvantaged, 8(a), and women-owned small businesses. To accomplish this, the program utilizes indefinite delivery/indefinite quantity (ID/IQ) multiple award task order contracts under the statutory authority of the Clinger-Cohen Act, as authorized by the Office of Management and Budget on June 21, 1999.

[AGENCY] requires an IT service contractor and acquisition services to support work as outlined in its COMMITTS NexGen Task Order Request No. [X-X].

**3. Authority**

The authorities for COMMITTS NexGen and [AGENCY] to enter into this agreement are the Clinger-Cohen Act sections 5002 and 5112(e), pursuant to 40 U.S.C. 1412(e) and OMB Executive Agent designation dated June 21, 1999.

#### **4. Responsibilities of the Parties, Transfer of Funds, and Duration of Agreement**

##### **A. The COMMITTS NexGen Program Office Responsibilities.**

The COMMITTS NexGen Program Office will provide all required contracting services including contract administrative services, oversight of performance monitoring, invoicing and payment services in support of completing the [AGENCY] Task Order Request No. [X-X] as outlined in the COMMITTS NexGen Program Management and Ordering Guide and referenced task order request.

##### **B. [AGENCY] Responsibilities.**

[AGENCY] is responsible for the following:

- i.** Contracting Officer Representative (COR) task responsibilities in accordance with the COMMITTS NexGen Program Management and Ordering Guide, and Task Order Request No. [X-X].
- ii.** Obtaining all internal departmental clearances and approvals prior to the execution of this CSA in accordance with the COMMITTS NexGen Program Management and Ordering Guide.
- iii.** Provision of funding for both the COMMITTS NexGen Program Office Fee and costs of contractor services.

##### **C. Transfer of Funds.**

[AGENCY] will provide funding for contractor performance either incrementally or in its entirety, at [AGENCY] discretion. Contractor performance will be contingent upon receipt of adequate funding from the [AGENCY] provided through the COMMITTS NexGen Program Office. Funding of the COMMITTS NexGen Program Office Fee and cost for contractor performance will be transmitted via modification to this CSA no later than the date the option is exercised.

**i. Base Period Task Order Funding:** Funds in the estimated amount of \$000,000.00 will be transferred to the COMMITTS NexGen Program Office by the [AGENCY] to support contractor performance for the base period under Task Order Request No. [X-X]. Funds will reference this COMMITTS NexGen CSA Number [X-X].

**COMMITTS Fee Amount, Base Period:** \$0,000.00 for the COMMITTS NexGen Program Office fee, (\_\_\_ % of \$0,000,000.00) will be transferred in accordance with the COMMITTS NexGen Program Management and Ordering Guide.

**ii. Option Year Funding:** There will be four (4) Option Years included in Task Order Request No. X-X. Funding and option exercise will be authorized at [AGENCY] option. Funds will reference this COMMITTS NexGen CSA Number [X-X]. If exercised, estimated funding will be provided for the following:

##### **Option Year Amounts:**

- \$0,000,000.00 in support of contractor performance for Option Year One.
- \$0,000,000.00 in support of contractor performance for Option Year Two.

\$0,000,000.00 in support of contractor performance for Option Year Three.  
\$0,000,000.00 in support of contractor performance for Option Year Four.

**COMMITTS Fee Amount, Option Years:**

\$0,000.00 for the COMMITTS NexGen Program Office fee, (.75% of \$0,000,000.00) will be transferred for each Option Year in accordance with the COMMITTS NexGen Program Management and Ordering Guide.

**iii. Total Life Cycle Cost.** Total life cycle cost for this CSA is approximately \$00,000,000.00.

**iv. Additional Funding.** If additional funding becomes necessary, the [AGENCY] will remit payment of the required fee and acquisition costs through modification(s) to this CSA in accordance with the COMMITTS NexGen Program Management and Ordering Guide,

**v. Unused Funds.** Funding not used for the referenced acquisition and corresponding fee, will be returned to the [AGENCY] by the COMMITTS NexGen Program Office via modification to this CSA.

**D. Duration of Agreement**

Responsibilities of both agencies party to the agreement will remain in effect throughout the entire life cycle of Task Order Request No. [X-X].

This agreement will become effective when signed by both parties. The agreement will terminate at the end of the task life cycle, but may be amended at any time by mutual consent of the parties. The parties will review this agreement at least once every three years to determine whether it should be revised, renewed, or canceled.

**5. Coordination**

Agency contacts for coordination of the activities under this CSA are:

- A. U.S. Department of Commerce  
COMMITTS NexGen Program Office  
1401 Constitution Avenue NW, Room 6521  
Washington, DC 20230

Daniel Alexander, COMMITTS NexGen Program Manager  
Phone: 202-482-7426  
Fax: 202-501-8122  
E-mail: dalexander@doc.gov

- B. [AGENCY]  
[AGENCY] Representative(s)

## 6. Resolution of Disagreements

Nothing herein is intended to conflict with current COMMITS NexGen Program Office or [AGENCY] directives. If the terms of this agreement are inconsistent with existing directives of either of the parties entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, all necessary changes will be accomplished either by a modification to this agreement or by entering into a new agreement, whichever is deemed to be in the interests of both parties and at the mutual consent of both parties.

Should disagreement arise from the interpretation of the provisions of this agreement, or modifications thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by the party bringing the disagreement and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to the OAMFA CAS Director for appropriate resolution.

## 7. Approvals/Authorization

For the U.S. Department of Commerce  
COMMITS NexGen Program Office:

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Daniel Alexander  
Program Manager

DATE

For the [AGENCY]:

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NAME  
TITLE

DATE