SECTION G

CONTRACT ADMINISTRATION DATA

G.1 GENERAL

The following paragraphs shall be applicable to all task orders issued under this contract. Additional requirements may be specified in each task order.

G.2 CONTRACT ADMINISTRATION RESPONSIBILITIES

G.2.1 PROCURING CONTRACTING OFFICER (PCO).

The GSA Procuring Contracting Officer (PCO) has overall responsibility for administration of the contracts. The right to issue contract modifications, exercise options in accordance with award term provisions, change terms and conditions of the basic contract and terminate the contract is reserved solely for the PCO or his designee.

For this contract, the PCO is located at the following address:

Procuring Contracting Officer
General Services Administration
FTS - Solutions Development Center (7TS)
819 Taylor Street, Suite 11A30
Fort Worth, TX 76102

Phone: 817-978-3434
Fax: 817-978-4039

The Procuring Contracting Officer may assign contract administration responsibility, including authority to award task orders and task order modifications, to an Administrative Contracting Officer (ACO) at any Government agency in accordance with FAR Subpart 42.3. The ACO may assign a COTR and delegate certain administrative responsibilities to the COTR to assist in the administration of individual TOs. However, ACOs do not have authority to obligate a Government activity other than the Government activity in which that ACO works except in the case of GSA Contracting Officers acting under an interagency agreement.

The Contractor is not allowed to accept or perform under a TO issued by anyone other than the PCO without evidence of the delegation of authority. The PCO or his designee will provide contractors with a copy of all delegations. This delegation will be signed by the PCO and at a minimum contain: the identification of the requesting Government Activity procurement office and contracting officer, expiration period (if any) of the delegation, an estimated amount, description of services and period of performance, and any special conditions of the delegation. The Contractor must provide a copy of each Task Order, to include the accepted proposal and Statement of Work, resulting from a delegation to an agency other than GSA, to the PCO or his designated representative within five (5) calendar days of execution of the TO.

G.2.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR).

The COR is responsible for technical oversight of the contract. The COR will monitor delivery and performance at the contract level. The COR will examine and correlate data provided by the Contractor, Information Technology Managers, Client representatives, and other personnel involved in contract administration. The COR will advise the Contracting Officer in technical matters related to this contract. The COR responsible for this contract is located at the following address:

Contracting Officer's Representative
General Services Administration
FTS - Solutions Development Center (4TS)
401 W. Peachtree Street, Suite 2700
Atlanta GA 30365-2550

G.2.3 INFORMATION TECHNOLOGY MANAGER/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (ITM/COTR)

ITM/COTRs are designated by the COR to provide technical oversight of task orders issued under this contract.

ITM/COTRs will:

Provide technical advice and assistance to clients in identifying and defining requirements;

Monitor all technical aspects of task orders to ensure that the Contractor performs the technical requirements of the task orders in accordance with the terms of the contract;

Perform or cause to be performed inspections necessary in connection with performance of the contract;

Maintain written and oral communications with the Contractor concerning the aspects of the contract within his/her purview;

Issue written interpretations of technical requirements of Government drawings, designs, and specifications;

Monitor the Contractor's performance under the contract and notify the Contractor and ACO of any deficiencies observed;

Coordinate Government furnished property availability;

Provide for site entry of Contractor personnel as required;

The Contractor will be notified of ITM/COTR designations.

G.2.4 CLIENT REPRESENTATIVE (CR)

For task orders awarded by GSA, the client agency will assign a Client Representative to each task order. The CR is responsible for monitoring technical performance under task orders for the client agency and supporting the GSA ITM/COTR. The CR is not authorized to make commitments for the Government or to make changes to the contract or task order terms and conditions.

G.3 CONTRACT ACCESS FEE

GSA , Solutions Development Center operating costs associated with awarding and managing this contract, are recovered through a Contract Access Fee (CAF) of 1% of the total invoice amount. The contractor shall collect the CAF and rebate to GSA the amount of the fee. The CAF amount due shall be paid by check to:

General Services Administration
FTS, Resource Management (7TC)
819 Taylor Street, Room 11A30
Fort Worth, TX 76102

When multiple orders are involved, the CAF may be consolidated into one payment. To ensure that the payment is credited properly, the contractor shall submit the check, along with a printed copy of the "Cost Recovery Report" as required by Section G.4.2. If awarded more than one

functional area, a separate CAF payment will be made for each functional area. The contract number shall be clearly marked on the face of each check.

The contractor shall pay GSA, not later than the tenth day of each month, the CAF for all invoices submitted for payment two months prior (for example: the CAF is due in June for invoices submitted in April). If the full amount of the CAF is not paid within 90 calendar days after the invoice is submitted for payment, it shall constitute a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest).

If the contractor fails to submit the reports, falsifies reports, or fails to pay the CAF in a timely manner, the Government may terminate or cancel this contract. Willful failure or refusal to furnish the required reports, falsification of reports, or failure to pay the CAF timely constitutes sufficient cause for terminating the contractor for cause under the termination provisions of this contract.

G.4 REPORTS

The Contractor shall submit various reports to designated officials through GSA's electronic system or through other systems that may be designated for that purpose. The contractor must be able to send and receive electronic mail messages, and will be required to communicate via GSA's electronic system after award of the contract. At a minimum, all contractor personnel authorized to negotiate with GSA must have this capability. Address(es) for transmission of each report will be provided upon award.

The Government reserves the right to inspect without further notice, such records of the contractor as pertain to orders under this contract. Willful failure or refusal to furnish the required reports, or falsification thereof, shall constitute sufficient cause for terminating the contract for default under FAR 52.249-8, Default (Fixed-Priced Supply and Service) or 52.249-6, Termination for Default or for Convenience of the Government (Cost-Reimbursement Contract).

G.4.1 CONTRACT STATUS REPORT (CSR)

This report shall detail all financial, staffing and vacancies, training, marketing, and contract-level problems by calendar month. The report shall be submitted by the tenth calendar day following the close of each calendar month. This report shall be submitted to the PCO and COR via GSA electronic system. See Attachment J-3 for format.

If awarded more than one functional area, a separate Contract Status Report shall be submitted for each functional area.

G.4.2 COST RECOVERY REPORT (CRR)

The CRR is a report of all invoices submitted under this contract. The CRR is to provide the Task Order Number, Ordering Office, Client, the Invoice Number, the amount of the invoice, and the amount of the Contract Access Fee for each invoice of the reporting period. The report shall include the total amount of the listed invoices and access fee for both the reporting period as well as cumulative totals for the contract to date. Specific data elements and formats are set forth in Attachment J-4. A CRR is required even when no invoices occur during the reporting period. Invoices that extend beyond the contract period will be reported within 60 days of final delivery. The CRR shall be electronically submitted via the GSA electronic system by the tenth work day following the close of the calendar month by email to the PCO and COR.

If awarded more than one functional area, a separate Contract Recovery Report shall be submitted for each functional area.

G.4.3 MONTHLY TASK STATUS REPORT (MTSR)

This report shall detail task specific information by calendar month. Specific data elements and format are set forth in Attachment J-5. The report shall be submitted by the tenth calendar day following the close of each month. This report shall be submitted to the ITM and the ACO via GSA electronic system. The MTSR shall be submitted each month whether or not costs were incurred. **(Text removed).**

G.4.4 CONTRACTOR PERFORMANCE EVALUATION REPORT (CPER)

At the completion of each task order, the Contractor Performance Evaluation Report shall be completed by the COR, COTR, ITM, or other person identified in the task order by the appropriate ACO monitoring the contractor's compliance with the requirements of the task order. If a task order period of performance exceeds twelve months, a Contractor Evaluation Report shall be completed at the end of each twelve month period. See Attachment J-6 for format. This report shall be submitted to the ACO and the PCO via GSA electronic system in Word format.

G.4.5 FINAL ACCEPTANCE/TASK ORDER COMPLETION REPORT

Written notification for final acceptance and completion of the TO must be submitted to the

ITM or Agency Representative within 60 days of task order completion. If the contractor requires an extension of the 60 day period, a request with supporting rationale must be received by the ITM or Agency Representative prior to the end of the 60 day period. Report shall be submitted via GSA electronic system.

G.4.6 PERFORMANCE MANAGEMENT REPORTS

Progress Reports for Performance Management or Earned Value Management Systems. The contractor shall provide monthly (or as frequently as specified in the Task Order) progress reports to the Task Order Information Technology Manager/Contracting Officer's Technical Representative, based on actual data from (or reconcilable with) its accounting system, which include the following information:

- Identification of any financial variances (i.e., the difference between incurred costs and assigned budgets for scheduled work elements);

- Identification of any schedule or work variances (i.e., the difference between budgets credited for completed work and budgets assigned to scheduled work);

- Depiction of any variances in the form of indices and graphs;

- Detailed reasons for any variances that exceed ± 10 percent;

- Recommended corrective actions resulting from earned value and other performance information;

- Revised estimates of cost at completion based on performance to date.

- If subcontractors are used, the contractor must develop and implement a system to ensure that its subcontractors comply with this requirement, and each monthly progress report must address performance at the prime and subcontractor level.

Report shall be submitted via GSA electronic system.

G.4.7 OTHER REPORTS

Additional special written and verbal reports may be required as negotiated on a case-by-case basis. Special reports may also be required as part of the Contractor's presentation at contract and task order review meetings. These reports shall be submitted via GSA electronic system.

G.5 TASK ORDER PROCEDURES

As a minimum, the following paragraphs shall be applicable to all Task Orders (TO) issued under this Contract. Additional contract administration data may be specified in each TO.

G.5.1 ORDERING PROVISION

Any services to be furnished under this contract will be ordered by issuance of written Task Orders (TOs). TOs shall be issued in accordance with FAR 16.505. In addition:

a. Only an authorized Government Contracting Officer can issue a TO under this contract.

b. All TOs are subject to the terms and conditions of the contract. In the event of conflict between a TO and the contract, the contract will take precedence.

c. All costs associated with preparation, presentation, and/or discussion of the Contractor's TO proposal and postaward TO administration (including applicable personnel cost allocations by TO) shall not be chargeable as a direct cost. The Contractor is responsible for determining the most appropriate method for inclusion of such costs in indirect pools based on its standard accounting practices.

d. The Government, at its discretion, will determine under which functional area a TO request belongs. This determination will be based on the predominant work to be performed under the TO (e.g., 70% = Functional Area 1, and 30% = Functional Area 2 will be categorized as Functional Area 1). Unless otherwise precluded by the TO, a Contractor awarded a TO under a particular functional area may utilize other Millennia Lite Contractors from different functional areas as appropriate when subcontracting efforts are necessary.

e. Except as noted herein, it is the Government’s intent to provide all contractors awarded a contract within the designated functional area a fair opportunity to receive the task order award. It is the Government's intent to issue TOs for every TO request. However, awardees need not be given an opportunity to be considered for a particular TO if the ACO determines that:

(1) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;

(2) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(3) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under the contract, provided that all awardees were given fair opportunity to be considered for the original TO; or

(4) It is necessary to place a Task Order to satisfy a minimum guarantee.

f. No work will be performed and no payment will be made except as authorized by a TO. Delivery or performance shall be made only as authorized by TOs issued in accordance with the subsections herein. The Contractor shall furnish to the Government those products or services specified in the TO.

g. The ACO's selection decision on each TO request shall be final and shall not be subject to the protest or disputes provisions of the contract, except for a protest that the TO increases the scope, period, or maximum value of the contract. Disputes related to other matters effecting the TO award may be directed to the Ombudsman designated for this Contract The Ombudsman will be responsible for the those duties described at FAR 16.505(b)(6). The Ombudsman for GSA is:

Donald J. Suda
U.S. General Services Administration
Office of Acquisition Policy
1800 F Street, N.W.
Washington, DC 20405

h. The Government intends to use electronic commerce methods to the maximum extent practicable for TOs. Awarded Contractors shall submit task proposals via the GSA electronic system.

G.5.2 PLACEMENT OF TASK ORDERS

The Government currently envisions two methods for issuance of TOs. While the two methods explained below represent the Government's initial approach to TO issuance, hopefully, through Government and Contractor cooperation and innovation, these methodologies will regularly evolve to incorporate lessons learned, to incorporate innovative approaches, innovation credits, etc. and to become more efficient and effective.

The two methodologies will be referred to as:

Methodology I – Oral Presentation of Technical Proposal
Methodology II – Written Technical Proposal

The two methodologies have several common steps. The steps for each methodology are indicated below.

Step	**Methodology I Oral Presentation of Technical Proposal**	**Methodology II Written Technical Proposal**
The Government will provide to each Contractor a task request via GSA electronic system which will be used to specify the work to be accomplished by the Contractor to satisfy a particular task requirement. As a minimum, each task request will include: (1) A description of the work to be performed; (2) The desired delivery schedule and/or required completion date(s), as applicable; (3) Additional acceptance criteria, if any; (4) Reporting requirements and list of deliverables; (5) The date and time by which the response is due; (6) Travel and supply requirements, if any; (7) Desired type of pricing, i.e., FFP, CPFF, CPAF, T&M; (8) Instructions, conditions, and notices to offerors; and (9) Evaluation factors (After initial orders are performed, past performance under this Contract will always be an evaluation factor)	X	X
The Contractor shall, within the timeframe specified in each task request, provide the ACO with a statement indicating intent to propose or reasons for not proposing for the specific requirement.	X	X
The Contractor shall, within the timeframe specified in each task request, provide the ACO with any questions regarding the requirement.	X	X
The ACO shall, within the timeframe specified in each task request, provide all participating Contractors with questions asked and answered regarding the requirements.	X	X

Step	Methodology I Oral Presentation of Technical Proposal	Methodology II Written Technical Proposal
In lieu of a written technical proposal, the Contractor shall demonstrate their technical proposal through an oral presentation. In the timeframe specified in each task request, each participating Contractor will be afforded the opportunity to make an oral presentation, not to exceed the time frame specified by the ACO, of capabilities to perform the requirement. To maintain fairness without an adverse impact on the award schedule, presentation times shall be randomly provided to the participating Contractors by the ACO at the same time previous step is completed. After the oral presentation, the Government will reserve a set amount of time to be determined by the ACO to address clarifications regarding the presentation.	X	
The Contractor shall, within the timeframe specified in each task request, provide the ACO with a written proposal via GSA electronic system.		X
The Government anticipates award based upon initial offers. Should all initial proposals contain deficiencies which would preclude award based upon initial offers, the ACO will enter into oral and/or written discussions to resolve deficiencies. In the event discussions are necessary, each Offeror will be notified and provided an opportunity to submit a Final Proposal Revision. Upon receipt of a Final Proposal Revision, the ACO will complete evaluation and award the task order through GSA electronic system (if GSA) or other means (if outside GSA).	X	X

G.5.3 INVOICE SUBMISSION

The following information is required for all invoices:

a. For reimbursable charges such as equipment, travel, per diem and other unique costs, invoices shall reflect the Contractor's actual expenses burdened with the ODC multiplier. These charges shall not exceed limits specified in the task order.

b. Invoice shall include the following minimum task identification:

(1) Task order number;

(2) Accounting Control Transaction (ACT) number (assigned by GSA on the Task Order, GSA Form 300, Block 4);

(3) Period of Performance (month services performed for other than fixed price task orders, month deliverable completed for fixed price task orders);

(4) Invoice Number;

(5) Client name and address.

c. Unless specified otherwise on the TO, the original of each invoice, with supporting documentation as required by the Contracting Officer, if applicable, shall be submitted to:

For GSA's New England, Northeast & Caribbean, Mid-Atlantic, Southeast Sunbelt, Great Lakes, and National Capital Regions (formerly Regions 1-5 and NCR):

General Services Administration - 3TTF
100 Penn Square East
Wanamaker Building, 8th Floor
Philadelphia, PA 19107

For all other Regions:

General Services Administration
Accounts Payable Branch (7BCP)
P. O. Box 17181
Fort Worth, TX 76102-0181

The original invoice will be marked (stamped) "Original Copy."

d. One copy of each invoice with supporting documentation as required by the ACO, if applicable, shall be submitted to the address designated in the task order.

In addition, Contractors are required to submit an electronic copy of each invoice through GSA electronic system after receipt of acceptance from the client representative or designated representative.

Invoices for final payment must be so identified and submitted when tasks have been completed and no further charges are to be incurred. These close-out invoices, or a written notification that final invoicing has been completed, must be submitted to the ordering agency within 60 days of task order completion. A copy of the Final Acceptance/Task Order Completion Report must be attached to final invoices. If the contractor requires an extension of the 60-day period, a request with supporting rationale must be received by the ordering agency prior to the end of the 60-day period.

G.5.3.1 INVOICES FOR COST REIMBURSEMENT TASK ORDERS

The Contractor shall submit proper invoices in accordance with the requirements and schedule specified in the TO. (See Section I, Clause FAR 52.232-25)

G.5.3.2 INVOICES FOR FIXED PRICE TASK ORDERS

A proper invoice for each fixed price task order shall be submitted not later than 5 work days after completion and acceptance of the task or deliverables.

A separate invoice for each task order shall be submitted on official company letterhead with detailed costs for each of the following categories:

(1) Products delivered and accepted by deliverable or milestone number;

(2) Travel and per diem charges;

(3) Other direct charges (ODC's);

(4) Total invoice amount;

(5) Prompt payment discount offered, if applicable.

An invoice reflecting amounts that do not exceed the fixed price approved for that deliverable product or service in the task order shall be submitted for those tangible deliverable products or services that have been accepted by the Government

G.5.3.3 INVOICES FOR NOT TO EXCEED TIME & MATERIALS OR LABOR HOUR

A proper invoice for T&M or labor hour task orders shall be submitted by the fifth work day of each month for work performed the prior month.

A separate invoice for each task order shall be submitted on official company letterhead with detailed costs for each of the following categories:

(1) Labor expended for each skill level;

(2) Total labor charges;

(3) Travel and per diem charges;

(4) Other direct charges (ODC's);

(5) Total invoice amount;

(6) Prompt payment discount offered, if applicable.

The amount invoiced shall include labor charges for actual hours worked and other actual expenses based upon contract rates and conditions, not to exceed the limits specified in the task order.