

## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 GENERAL

This section provides ~~guidance regarding~~ contract administration requirements for the Basic Contract, and where applicable, for each Order placed under the Basic Contract. **Costs associated with these administration requirements shall not be billed as a direct cost to the Government.**

Additional contract administration requirements, **not related to the Basic Contract**, may be specified in each Order. **Costs associated with these administration requirements shall be billed in accordance with terms of the Order.**

### G.2 AUTHORIZED USERS

Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of authority from the Administrative Contracting Officer (ACO). For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2E, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, January 3, 2000, as modified from time to time.

### G.3 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

#### G.3.1 GSA Program Manager

The Government has appointed a Program Manager, who shall perform various programmatic functions for the overall success of the Alliant SB program. The Program Manager has no actual, apparent or implied authority to bind the Government for any acts or omissions.

#### G.3.2 Procuring Contracting Officer (PCO)

The PCO is the sole and exclusive government official with actual authority to award the Basic Contract. After award of the Basic Contract, the PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to an ACO.

### **G.3.3 Administrative Contracting Officer (ACO)**

Responsibilities not specifically delegated to the ACOs by the PCO shall be reserved for the PCO.

### **G.3.4 Ordering Contracting Officer (OCO)**

As described in Section G.2, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order may provide a copy of the applicable delegation of authority.

The OCO for each Order is the sole and exclusive government official with actual authority to take actions which may bind the Government for that Order. ~~OCO Delegation announcements will be provided to the Contractor when issued to the OCO.~~ **Contractors shall ensure that an OCO has the required delegation by requesting a copy of the OCO delegation from the ACO prior to award of an Order if the Contractor does not have a copy of the OCO delegation.**

### **G.3.5 Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (COTR)**

The OCO for each Order may designate a Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) to provide certain assistance to the OCO for that Order. The specific rights and responsibilities of the COR or COTR for each Order shall be described in writing, which upon request shall be provided to the Contractor. A COR/COTR has no actual, apparent or implied authority to bind the Government.

### **G.3.6 Industrial Operations Analyst (IOA)**

The Industrial Operations Analyst (IOA) is authorized to examine records and to conduct Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist Contractors with Order reporting and CAF management issues, and other general contract administration functions as deemed appropriate and necessary by the Government.

## **G.4 MARKETING**

Contractors shall develop company specific Alliant SB GWAC brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the contractor webpage (Section H.12.1), must be approved by the ACO prior to distribution and may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

In accordance with their accepted Basic Contract Plan, Contractors shall develop and distribute printed materials to enhance awareness of the Alliant SB Contract. Contractors shall participate in various conferences and trade shows hosted by GSA to facilitate outreach efforts for federal agency customers and to aid in the marketing of the Alliant SB Contract.

## **G.5 GWAC OMBUDSMAN**

No protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an Order under the Basic Contract, except for a protest on the grounds that the Order increases the scope, period, or maximum value of the Basic Contract.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The ombudsman is a senior GSA official who is independent of the GSA PCO, ACOs or OCO.

The Ombudsman is:

George Barclay  
Office of the Chief Acquisition Officer  
U.S. General Services Administration  
1800 F Street, N.W.  
Washington, DC 20405

## **G.6 MEETINGS AND CONFERENCES**

From time to time the Government may require attendance at conferences and meetings at no additional cost to the Government.

### **G.6.1 Basic Contract Post-Award Orientation**

The Contractor shall participate in a Basic Contract post-award orientation at a time and place to be determined by the PCO.

### **G.6.2 Program Office Meetings**

Program Office Meetings provide a platform for Contractors, GWAC Center staff and agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and government-wide initiatives, and address Basic Contract fundamentals.

The Government will choose to hold up to four (4) meetings per year via web-casting or at a government facility, a commercial conference center, or a mutually agreed-upon contractor facility on a rotational basis. The participants at these meetings shall include the Contractor and

ACO, and may include the Government Program Managers and other representatives of the Government.

## **G.7 CONTRACTOR PERFORMANCE SYSTEM**

Past performance evaluations pertaining to the Basic Contract and Orders under the Basic Contract will reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level. Contractor “view” access to PPIRS is gained through the Central Contractor Registration (CCR) (www.ccr.gov) process. Contractors must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

### **G.7.1 PERFORMANCE REVIEWS**

The ACOs and OCOs will evaluate contractor performance in accordance with the criteria under FAR Subpart 42.15.

## **G.8 SUBCONTRACTING REPORTS**

In implementing the requirements set forth in FAR 52.219-14, Limitation on Subcontracting, contractors shall follow the subcontracting reporting process established for 8(a) certified firms at 13 CFR 124.510. Contractors shall maintain up-to-date records concerning subcontracting costs and shall submit the standardized report found in Section J, Attachment 7 semi-annually (using the contract year) no later than 30 calendar days after each six-month reporting period (RP). The first RP will begin on the effective date of the notice to proceed. **A negative report is required when there is no activity or no subcontracting in the preceding six months.**

The completed report shall be submitted to:

Small Business GWAC Center  
Attn: Alliant SB Subcontract Report (6FG-C)  
1500 E. Bannister Road  
Kansas City, MO 64131

Contract options for contractors not in full compliance with FAR 52.219-14 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in

managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Contractor for default.

## **G.9 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 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;
- (d) Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;
- (e) Contractors are required to respond to each TOR with either a proposal or a statement of “No Bid” along with the reason for not submitting a proposal;
- (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.

### **G.9.1 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.9.2 Order Evaluation**

FAR Subpart 15.3 does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price or cost under each Order as one of the factors in the selection decision pursuant to FAR Subpart 16.505(b)(1)(ii)(E) and consistent with Section B.

### **G.9.3 Order Information**

Orders shall include, but not be limited, to the following:

- (a) Date of Order;
- (b) Contract Number and Order Number;
- (c) Order Type;
- (d) Contract Line Item Numbers; Travel (if any), Materials (if any); Contract Access Fee (CAF); Fixed Price, Ceiling Price, or Estimated Costs and Fee;
- (e) Statement of Work, Statement of Objectives, or Performance Work Statement;
- (f) Delivery and/or performance schedule, including Options (if any);
- (g) Place of delivery and/or performance (including consignee);
- (h) Any packaging, packing, and shipping instructions;
- (i) Accounting and appropriation data; and
- (j) Method of payment and payment office.

#### **G.9.4 Subcontractors**

The Government has not pre-approved any subcontractors in making awards for the Basic Contract. If a Contractor proposes a subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR 44.2.

#### **G.9.5 Contract Access Fee (CAF) Remittance**

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant SB Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

Contractors shall remit the CAF to GSA in U.S. dollars within 45 calendar days upon receipt of payment from the customer. Where payments for multiple invoices (on one or more Orders) are due, Contractors may consolidate the CAF owed into one payment.

All CAF payments must be remitted via Electronic Funds Transfer (“EFT”).

Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

### G.9.6 Invoice Submission

The Contractor shall accept payment of invoices via EFT. Invoice submission information shall be contained in each individual Order. Payment of invoices will be made by the payment office designated in each individual Order.

### G.9.7 Contractor Administrative Reporting

The following defines the administrative reporting requirements under the Basic Contract. All of the reporting data specified here shall be provided electronically to the designated ACO. The specific system for reporting requirements will be identified at the time of contract award and is subject to change during the life of the contract. The types of reporting data required are as follows:

(a) Order Award/Modification Data – The contractor shall report all Orders and modifications within 30 calendar days of order acceptance/award. Data includes, but is not limited to:

- (1) Contractor Name
- (2) Basic Contract Number
- (3) Order Number
- (4) Award/Modification Date
- (5) Award/Modification Total Estimated Value (**cost-type**), **Ceiling (T&M type, or Fixed Price)**
- (6) Award/Modification Obligated Amount
- (7) Period of Performance
- (8) Order Type(s)
- (9) Issuing OCO
- (10) Customer Agency
- (11) Performance-based (Yes/No)
- (12) Use of non-standard/specialized labor categories (**Yes/No**)

(b) Invoice Data – The contractor shall report all invoicing activity within 60 calendar days of performance acceptance by the customer. Invoice data includes, but is not limited to:

- (1) Contractor Name
- (2) Basic Contract Number
- (3) Order Number
- (4) Contractor Invoice Number
- (5) Line Item Charges
- (6) Labor Category Usage (Hours and Composite Rates, per category, including non-standard/specialized labor categories)
- (7) Total Invoiced Amount including CAF
- (8) Date Issued

(c) CAF Payment Data – The contractor shall report CAF payment data within 14 calendar days following each monetary transfer. CAF payment data includes, but is not limited to:

- (1) Total Remitted Amount
- (2) Remit Date
- (3) Transfer Confirmation Number
- (4) Amount applied to each Task Order Number (for the reported payment)

The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.

### **G.9.8 Order Close-out**

The OCO is responsible for closing out individual Orders under the Basic Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Order.

Order close-out will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services.

The Government is encouraged to utilize FAR 42.708, Quick-Closeout Procedures to the maximum extent practicable.

The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the Order is physically complete and the amount of unsettled indirect cost to be allocated to the Order is relatively insignificant (See FAR 42.708(2)).

A determination of final indirect costs under quick-closeout procedures shall be final for the Order it covers and no adjustment shall be made to other Orders for over-or under-recoveries of costs allocated or allocable to the Order covered by the agreement.

Once agreement for quick-closeout is reached on an individual Order, a bilateral modification will be issued to closeout the Order.

Final invoices which result in a charge to the government in excess of \$250 or refunds to the Government in excess of \$250 shall be processed prior to quick-closeout of the Basic Contract. Amounts due to the Contractor or refundable to the Government of less than \$250 will be considered insignificant and will not be processed.

#### **G.9.8.1 Annual Order Close-out Report**

The Contractor shall submit annually the Annual Order Close-Out Report to the Alliant SB ACO at [sbgwac@gsa.gov](mailto:sbgwac@gsa.gov), due 30 days after the anniversary date of the Basic Contract award date, and thereafter until all Orders are accounted for. This report shall include a list of all expired Orders



within the reporting period, issued under the Basic Contract; and will include, but not be limited to:

- (1) Order Number
- (2) Order Type
- (3) OCO Point of Contact
- (4) OCO Email
- (5) Period of Performance
- (6) Final Order Value
- (7) Cumulative Invoiced Amount
- (8) De-obligated Amount
- (9) Total CAF Amount Paid
- (10) CAF Balance Owed
- (11) Final Invoice Paid (Y/N)
- (12) Release of Claim Date
- (13) Pending Actions (if not closed out)

The report will also include updates to Order Numbers reported in the previous years that have not been completely closed out.

(END OF SECTION G)