

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following sections describe the roles and responsibilities of individuals who will be the Government and Contractor points of contact.

G.1.1 Procuring Contracting Officer

During the solicitation phase of this procurement, which is up to and including contract award, the Procuring Contracting Officer (PCO) is the Government's sole point of contact. The person designated as PCO for this procurement is Mr. Robert H. Corey. All documents and issues concerning the procurement should be provided to Mr. Corey at the following address:

General Services Administration
Office of Chief Acquisition Officer
Operational Contracting Staff (VC)
1800 F Street NW (Room G127)
Washington DC, 20405
Attention: Mr. Robert H. Corey

Mr. Corey's telephone number is (202) 501-1797; his facsimile number is (202) 501-4281; and his e-mail address is: bob.corey@gsa.gov.

G.1.2 Administrative Contracting Officer

After contract award, Mr. Corey will appoint the General Services Administration Administrative Contracting Officer (ACO) by written notice to the Contractor. Upon appointment, the ACO will become the Government's sole point of contact. The ACO is responsible for administration of the contract. The right to issue contract modifications to the terms and conditions of the basic contract that is within the scope of that contract, to terminate the contract, to exercise option renewals, and to approve subcontractors will be delegated in writing to the ACO.

Communications pertaining to contract administration matters shall be addressed to the ACO. The ACO will be the only person authorized to make or approve changes in any of the requirements of this contract, and, notwithstanding any provision and/or clause contained elsewhere in the contract, said authority will remain solely with the ACO. In the event that the Contractor makes any change in the contract price, the Performance Work Statement, or any other contract terms and conditions at the direction of any person other than the ACO, such change shall be considered to have been made without authority, and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof.

When necessary, the ACO will:

- Serve as liaison between the Contractor and Using Agencies

- Assist in expediting orders
- Ensure compliance with contract requirements
- Issue final decisions and handle all disputes under the Contract Dispute Act
- Delegate contracting authority to a Federal Department, Agency, or Other Authorized Entity (“Using Activity”) Contracting Officer for the purposes of requesting quotes and awarding task orders and subsequent task order modifications under this contract.

G.1.3 Task Order Contracting Officer (TO/CO)

Subsequent to contract award, task order requests will be issued primarily by the ACO. GSA may, however, delegate contracting authority to a Using Activity’s contracting officer to request quotations directly from USA Contact Contractors, and to award task orders and modifications to task orders under the appropriate indefinite-delivery, indefinite-quantity contract. The Contracting Officer who is responsible for issuing a Request for Quotation (either the ACO or a Using Activity Contracting Officer) becomes the cognizant Contracting Officer for that requirement, and, therefore assumes the title of Task Order Contracting Officer (TO/CO). The TO/CO is the Government’s single point of contact for each task order issued by that TC/CO. The TO/CO is responsible for administration of the task order, issuance of task order modifications, authorizing changes in terms and conditions of the task order, terminating the task order, exercising option renewals, and approval of subcontractors.

The Activity Contracting Officer will be appointed as a TO/CO in writing by the ACO. A copy of each appointment letter will be provided to all USA Contact Contractors. Contractors are cautioned that, unless they are in receipt of an appointment letter signed by the ACO, they should take no action in response to a Request for Quotation which has been identified as a requirement under the USA Contact program. Instead, the Contractor shall immediately notify the ACO, and provide him/her with the details of the request.

Communications pertaining to task order administration matters shall be addressed to the TO/CO. The TO/CO will be the only person authorized to make or approve any changes in any of the requirements of the task order for which he/she is responsible. In the event that the Contractor makes any changes at the direction of any person other than the TO/CO, such change shall be considered to have been made without authority, and no adjustment shall be made in the task order price to cover any increase in costs incurred as a result thereof. When necessary, the TO/CO will:

- Serve as liaison between the Contractor and Using Agencies
- Assist in expediting orders
- Ensure compliance with task requirements
- Issue final decisions and handle all task order disputes under the Contract Dispute Act

G.1.4 Contracting Officer’s Technical Representative

The TO/CO will appoint a Contracting Officer’s Technical Representative (COTR) to ensure orderly performance of this contract and subsequent task orders. Appointment of the COTR will

be made in writing upon contract/task order award. A copy of the appointment letter will be provided to the task order Contractor.

The COTR is authorized to be the technical point of contact under this contract; however, the Contractor shall direct all inquiries of either a technical or a non-technical nature through the TO/CO.

The types of actions within the purview of the COTR's authority include:

- Ensuring that the Contractor performs the technical requirements of the contract;
- Conducting or causing to be conducted inspections necessary in connection with performance of the contract;
- Monitoring the Contractor's performance under the contract, and notifying the Contractor and TO/CO of any deficiencies observed;
- Coordinating Government-furnished property availability (if required); and
- Providing for site entry of Contractor personnel if required.

The COTR may provide technical direction and general performance-related guidance to the Contractor. As used herein, "technical direction" means direction to the Contractor that fills in details, suggests possible lines of inquiry, or otherwise completes the general scope of the work. "Technical direction" must be within the terms of this contract; shall not change or modify the contract/task order in any way; and shall not constitute changes, as described in contract clause 53.243-1, Changes -Fixed Price or 52.243-3 Changes - Time and Materials or Labor Hour, which may only be accomplished by the TO/CO.

The COTR will provide no supervisory or instructional assistance to Contractor personnel. The COTR's responsibility is to provide Contractor access to working data, and to clarify technical requirements as necessary to ensure useful expenditure of Contractor effort. The COTR is not empowered to make any commitments or changes which affect the contract/task order price, other terms and conditions, or delivery provisions. Any such proposed changes must be brought to the immediate attention of the TO/CO for action. The acceptance of any changes by the Contractor without the specific approval and written consent of the TO/CO shall be at the Contractor's risk.

If in the Contractor's opinion, the COTR requests or indicates an expectation of effort which would justify or require an equitable adjustment to the contract/task order, the Contractor shall promptly notify the TO/CO in writing; however the Contractor shall take no other action on that request or effort until the TO/CO has issued a change or otherwise resolved the issue.

The COTR for the base contract award is:

Mr. Henry Lai
Program Manager
General Services Administration
Office of Citizen Services and Communications

Federal Citizens Information Center
1800 F Street, NW
Room G142
Washington, DC 20405
Phone: (202) 821-7226
E-Mail: henry.lai@gsa.gov

G.1.5 Contractor's Points of Contact

The Contractor shall provide an organizational structure for the management and administration of task orders under this program. The organizational structure shall include personnel to perform the following functions:

- Serve as the point of contact to interface with the Government (GSA and Using Agencies) on issues related to program administration
- Oversee the overall management and operations of services provided under each task order
- Serve as the point of contact to interface with the Government (GSA and Using Agencies) on major issues related to operational support and implementation
- Coordinate as necessary with the COTR, Using Agencies, and subcontractors in providing services under a task order
- Serve as the single point of contact to interface with the CO/COTR and meet with the Government (GSA and Using Agencies) on planning and operational issues related to classified requirements and/or problems, in the event of national security threats and/or disaster situations.
- All key personnel assigned by the Contractor to fulfill contract management and administrative functions shall be accessible to the Government (GSA and Using Agencies) 24 hours a day, 7 days a week by telephone, cellular telephone, Blackberry-type device, or pager. Lists of all Contractor points of contact shall be provided, including telephone, cellular telephone, and pager numbers and e-mail addresses. The Contractor shall provide the TO/CO with an updated list of all points of contact within five (5) calendar days after changes to the list.

G.2 SERVICE ORDERING

This contract will be used by the Government to provide complete managed multi-channel inquiry response and management solutions to support the USA Services project, including support for other E-Gov initiatives, and other Using Agency programs. Section C, the Performance Work Statement, establishes the overall scope of work that may be performed under this contract.

The Government will order services under this contract by means of task orders with specifically defined work requirements, deliverable products, performance standards, and schedules. The Contractor shall perform work under this contract only as directed in task orders issued by the TO/CO.

The Contractor shall provide the services and, if required, incidental supplies specified on each task order at the price set forth on each task order. Orders may be issued under this contract from date of each IDIQ contract award through the life of the contract. All task orders issued under this contract are subject to the terms and conditions of the contract. If there is a conflict between the terms and conditions of the contract and those of the task order, the terms and conditions of the contract shall prevail. All task orders issued prior to the end of the contract shall be honored and performed by the Contractor according to all terms and conditions of the contract, subject to the Government’s rights and remedies thereunder. Copies of all task orders shall be maintained by the Contractor for the duration of the contract through final closeout.

G.2.1 Fair Consideration Process

When a requirement is identified by a Government agency, the TO/CO will issue a Request for Quotation. Requirements will be grouped together to the extent that it is practical to do so. All contract holders will be provided a fair opportunity to propose on all requirements in excess of \$2,500.

Contract holders need not be given an opportunity to be considered for a particular order in excess of \$2,500 when the TO/CO determines that:

- The need for services is of such urgency that providing a fair opportunity to all Contractors would result in unacceptable delays
- Only one such contract holder is capable of providing the services at the level of quality required because the services ordered are unique or highly specialized
- The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task already issued under the contract
- It is necessary to place an order to satisfy a minimum guarantee

Examples of exceptions include, but are not limited to, those described in the following table. These examples are provided only for purposes of illustration.

Table G.1. Exceptions to Fair Opportunity

Exception Provided for by 41 USC §253j [abbreviated description]	Examples of Task Order Types that Qualify As Exceptions
Unusual urgency that would lead to unacceptable delays	<ul style="list-style-type: none"> ○ Natural disaster or other emergency needs ○ Military/mobilization needs ○ Immediate short-term need arising on short notice
Only one capable Contractor	<ul style="list-style-type: none"> ○ Only one Contractor offers the service ○ Only one Contractor offers the service to the locations where the service is needed ○ Only one Contractor can demonstrate that it is capable of providing service in the manner required by the user or to the required locations

Exception Provided for by 41 USC §253j [abbreviated description]	Examples of Task Order Types that Qualify As Exceptions
Economy, efficiency and logical follow-on to an order already issued under fair consideration	<ul style="list-style-type: none"> ○ Task orders associated with any moves, additions, changes, or similar needs ○ Incremental task orders for the same or a new service to locations where service already exists or has been ordered ○ Task orders placed to minimize inefficiencies or additional costs that would result from introducing multiple maintenance, operations, training network management, or other support systems ○ Task orders placed to maintain the engineering and operational integrity of, or to augment an established telecommunications capability within an organization
Meet a minimum revenue guarantee	<ul style="list-style-type: none"> ○ No examples provided.

The TO/CO's source selection decision on each task order is final, and is not subject to the protest or disputes provisions of the contract, except for a protest asserting that the task order increases the scope, period, or maximum value of the contract. Disputes related to other matters affecting the task order award may be directed to the Ombudsman designated for this contract. The Ombudsman will be responsible for those duties described in FAR §16.505(b)(5). The Ombudsman for GSA is:

Name: George N. Barclay
Title: GSA Service Order Ombudsman
Address: 1800 F Street, NW
Washington, D.C. 20405
Phone: (202) 501-2200

The Government reserves the right to modify this fair consideration process, and will notify the Contractors of any such modifications in advance of any task orders being placed using such a modified process.

G.2.2 Task Order Request for Quotation

The normal method for issuing Requests for Quotation will be by electronic mail; however, the TO/CO may choose to use postal mail or facsimile. Proposed contracting actions will not be synopsisized in FedBizOpps per the exception at Federal Acquisition Regulation §5.202(a)(6).

Contract holders will submit a task quotation to the TO/CO not later than ten (10) working days after the issue date of the task request, unless a specific date is identified in the task request. All costs associated with the development and presentation of the contract holder's quotation shall be borne by the contract holder.

If a contract holder needs a pre-quotation meeting, a request for such meetings shall be made to the TO/CO not later than three (3) working days after receipt of the task request. All contract holders will be invited to any such meeting unless the Request for Quotation is being issued under one of the exceptions to the fair consideration process identified in paragraph G.2.1. If a pre-quotation meeting is held, the quotation shall be submitted within ten (10) working days after the pre-quotation meeting.

At a minimum, Requests for Quotation will contain the following information:

- Performance Work Statement
- performance standards
- instructions on quotation preparation
- period of performance
- date, time and place for receipt of quotations
- method of evaluation (lowest price technically acceptable or best value)
- evaluation factors to be used.

The offeror's quotation shall comply with the specific requirements of the Request for Quotation. As a general rule, these requirements will include the following sections:

- A narrative description of the plans for performance and technical approach, including a description of the work and how it will be accomplished; qualitative descriptions of any automated tools and any structured methodology proposed; and any potential risks or problem areas.
- Identification of assumptions on the Contractor's part used in developing the technical or cost portions of the quotation.
- Definitions and schedules for milestones and deliverables products; description of acceptance criteria, including when and how the Contractor shall ensure each is met.
- A general work breakdown structure for accomplishing the task requirements and functions identified above, showing the skill level, number of people (full and part time, and indicating the number of hours for part time personnel), and the total hours that shall be applied to each period of time.
- Detailed discussion of any other overtime or other-than-normal work schedule hours that the Contractor may propose, or a Work Breakdown Structure for Fixed Price Task Orders.
- A detailed work breakdown structure for accomplishing the task requirements identified above, showing the skill level, number of people, and labor hours shall be applied to each milestone and deliverable product. The proposed staffing and work hours must be consistent with the Contractor's staffing plan, including a detailed rationale of how the skill level and number of people were determined, and how they will be utilized
- An affirmation that the fully burdened rates contained in Section B of this contract are ceiling price rates. However, the Contractor may, at its discretion, elect to propose lower rates on a task-by-task basis.

Each ODC (Other Direct Costs) entry must be accompanied by a breakdown by element of its composition, and an estimate for each element, together with a total estimated ODC cost. The Contractor will also provide an explanation of why the ODC is required. All travel requirements in the Request for Quotation's PWS must be included. Any additional travel the Contractor considers necessary for performance under the task order must be described, justified, and

included in the cost estimate. If required by the task request, the Contractor will use the rates in the then-current Federal Travel Regulation for estimating the cost of travel and per diem.

Quotations shall be submitted in accordance with the instructions provided in each Request for Quotation. All staffing, staffing hours and costs, ODCs by principal category, and totals shall be shown.

The Contractor shall submit a quotation that conforms to the requirements of a Request for Quotation's PWS. In addition to that quotation, the Contractor may submit a separate alternative quotation, if the Contractor feels that another technical approach or pricing structure more economically or efficiently accommodates the Government's requirements. The alternative quotation must be identified as such and include a clear explanation of the differences in approach the perceived benefits to the Government.

Once quotations have been received, the TO/CO need not contact each of the contract holders under the contract before selecting an awardee, if the TO/CO has ensured that each contract holder was provided a fair opportunity to be considered for the order. Award will be made to the successful Contractor based on the evaluation criteria established in the task request.

G.2.3 Discussions and Final Quotation

When required, discussions will take place at a place and time designated by the TO/CO. After each round of discussions, each offeror will be given the opportunity to revise its quotation, making whatever changes it feels necessary to enhance the possibility of an award. When the TO/CO feels there is a clear meeting of the minds with all offerors, he/she will conclude discussions and call for a Final Quotation Revision. The final revised quotation shall reflect all agreements reached during discussions.

G.2.4 Award of a Task Order

A task order specifies work to be accomplished by the Contractor to satisfy a Government requirement, and establishes a time-frame and price, or not-to-exceed price (so identified), for accomplishing the work. The task order defines the performance of a specified unit of work in a definable service or applications area, and may have one or more deliverable products.

The TO/CO will award task orders using a GSA Form 300 (or other appropriate Using Agency form "Award Document") that incorporates the Performance Work Statement and the contract holder's final revised quotation by reference. The Award Document authorizes the Contractor to proceed based upon the agreed-to technical requirements, milestone and deliverable schedules, and total award price. For fixed price tasks, a milestone schedule including start and end dates for each milestone or deliverable shall be submitted with the quotation.

All tasks must be fully staffed within ninety (90) calendar days after task award (the date in block 1 of the GSA Form 300, or Agency equivalent) unless otherwise specified in the task order.

Resumes for key personnel as defined in the Request for Quotation shall be submitted to the Government in the format specified in the task order. The Government will approve or reject the resume in writing within five (5) workdays of its receipt. For approved resumes, the Contractor shall notify the Government when the individual will report for work on the task order. If review of the resume determines the individual not to be qualified for the position indicated, the resume shall be rejected and a written explanation provided. If the Contractor desires further consideration of the candidate, the resume must be resubmitted within two workdays of the notice

of rejection with the necessary clarification or additional information. Rejection of a resume does not obviate the Contractor's responsibility to fully staff the facility with ninety (90) calendar days after task award, or as otherwise specified in the task order.

G.2.5 Task Order Changes

Task orders may be modified, either at the Government's initiative, or in response to a request from the Contractor. No direction changing the requirements of a task order will be binding upon the Contractor unless issued by the TO/CO in writing. Likewise, the Government shall not be liable for an equitable adjustment to the price of a task order on account of a change, unless the change is authorized in writing by the TO/CO. Task order modifications are issued by means of a Standard Form 30 (Amendment of Solicitation/Modification of Contract).

G.2.6 Failure to Reach Agreement

If agreement cannot be reached on total task order price, time for performance, or other terms of the agreement, the TO/CO may unilaterally establish the terms at issuance. The Contractor may pursue any disagreement as a dispute under the "Disputes" clause of this contract.

G.2.7 Types of Tasks

G.2.7.1 Fixed-Price Task

A task order with well-defined requirements and fixed deliverable products will normally be issued on a fixed price basis.

G.2.7.2 Time and Material or Labor Hour Task

A task order for which the performance requirements or deliverable products cannot be quantified or well-defined in advance typically will be issued on a time and material or a labor hour basis. Work orders are issued by the Government to define individual performance requirements for specific work or milestones to be accomplished.

G.3 CONTRACT ACCESS FEE

GSA operating costs associated with awarding and managing this contract may be recovered through a Contract Access Fee (CAF) of the total invoice amount.

GSA will determine the amount of the CAF after contract award. GSA has the unilateral right to change the percentage at any time, but not more than once per year. As part of each invoice, the Contractor shall collect the CAF and then rebate it to GSA. The timing of the rebate, the organization to which it will be delivered, and the method of delivery will all be specified in the individual task orders.

Where multiple invoices and/or multiple orders are involved, the CAF may be consolidated into one payment. To ensure that the payment is credited properly, the Contractor shall submit a check along with a printed copy of the "Cost Recovery Report (CRR)" as required by section G.5.4. Each check shall be annotated with the corresponding contract number.

The Contractor shall pay GSA not later than 30 calendar days after the end of the reporting quarters specified in section G.5.

If the full amount of the CAF is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a 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).

The Contractor shall submit to GSA sales reports and payment information in a timely manner.

Failure on the part of the Contractor to pay GSA all CAF which is currently due in a timely manner, or the willful submission of inaccurate information in sales reports or payment information, constitutes a material breach of the contract's terms and conditions.

G.4 BILLING AND PAYMENT

G.4.1 General Billing Information

The Contractor shall deliver invoices and billing support data to GSA, and, if so specified in task orders, to the Using Agency via paper or electronic format in a mutually agreed upon medium. Agreement will be reached at time of award. If agreement cannot be reached, the TO/CO will establish the medium to be used. Each invoice shall reflect all charges from the first day through the last day of the previous billing cycle. The Contractor shall charge for all services or equipment within three billing cycles after the services were rendered.

The Contractor shall submit a properly prepared invoice for services or supplies that have been accepted by the Government not later than five (5) work days after such acceptance has taken place. In the absence of Government acceptance within 30 days, the Contractor shall submit the invoice.

A separate invoice shall be submitted for each task order. Invoices shall be prepared on official company letterhead, and provide price information for each contract line item number (CLIN) being billed. In addition, each invoice shall include the following minimum task order identification data:

- GSA contract number
- GSA or Using Agency task order number
- Purchase Request Number: the number used by GSA or the Using Agency to control the commitment of funds
- Period of Performance: monthly services performed or deliverable completed
- Invoice Number
- Client name and address

When the paying office is GSA, the original of each invoice with supporting documentation shall be submitted to the GSA Paying Office designated in Block 24 of the Award Document. In those cases where the paying office is other than GSA, the invoice/paying office will be designated on an order-by-order basis. Up to two additional copies of each invoice with supporting documentation shall be submitted to the address(es) as designated on an order-by-order basis.

For fixed price tasks, 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.

For time and materials tasks, the amount invoiced shall include labor charges for actual hours worked and other allowable and allocable expenses based upon contract rates and conditions, not to exceed the limits specified in the task order, provided that such charges have been accepted by the Government. Contractors should note that profit is to be applied to labor charges only.

For other direct costs (ODC) such as equipment, software, supplies and services not previously priced under this contract, non-routine travel or per diem, etc., invoices shall reflect the Contractor's actual expense for the item, plus General and Administrative costs (G&A) (the only allowable indirect cost). These charges shall not exceed the limits specified in the task order. No charges will be paid by the Government for goods, services, or rates which are not specifically detailed in the individual task order. The invoices shall also include the CAF as ODC. CAF is a percentage of the total amount of goods or services being invoiced. The percentage to be used will be stipulated by GSA prior to issuance of the Requests for Quotation.

Copies of Contractor paid invoices, receipts, and travel vouchers completed in accordance with Federal Travel Regulations (FTR) shall be maintained by the Contractor, for the duration of the task order and for three (3) years thereafter, and made available to the Government upon request.

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 Government's written acceptance of task completion 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 TO/CO prior to the end of the 60-day period.

The Contractor shall not be compensated directly for payment of the salaries or wages of the Program Manager, Group Managers, or any other management or staff member not directly associated with and negotiated for task order performance as direct-charge hourly-rate contract line items.

G.4.2 Billing Content

At least fifteen (15) days prior to its initial submittal, the Contractor shall provide an example and specify the content and format of all invoice(s) to be used for the billing of services required under this contract. Each invoice shall contain all pricing components in sufficient detail necessary to reconcile charges with actual usage.

G.4.3 Payment of Invoices

Payment of invoices will be made based upon acceptance by the Government of the entire task, of the completion of payable milestones (identified as such) in the task order, of the tangible product deliverable(s) invoiced, or for services rendered during the time period invoiced and accepted on a periodic basis.

If the services provided fail to conform to the technical requirements of the task order or do not conform to the terms and conditions of the contract, the TO/CO will take action in accordance with FAR clause 52.246-04 entitled, "Inspection of Services-Fixed Price", or 52.246-06 entitled, "Inspection of Services Time and Materials and Labor Hour", whichever is applicable.

Payment to the Contractor will not be made for temporary work stoppage due to circumstances beyond the control of the Government, such as acts of God, inclement weather or power outages

and the results thereof, or temporary closings of facilities at which Contractor personnel are performing. This may, however, be justification consideration under the clause entitled, "Excusable Delays".

Section B of this contract contains Contract Line Item Numbers (CLINs) for overtime. However, overtime CLINs will only be billable when approved in advance and in writing by the TO/CO to meet task order requirements on a bonafide exigency basis. The Government will not authorize overtime to compensate for shortcomings in Contractor performance.

The Contractor will be reimbursed by the Government for non-routine travel and per diem expenses incurred by Contractor personnel for travel specifically authorized in a task order and approved by the Government. The Government may require the Contractor to use Government supply sources for official travel, subject to the same conditions as those applicable to Government employees; except that the Contractor's employees are not "employees of the Government" as defined by 28 U.S.C. 2671, and thus are not covered under the tort claims provisions of 28 U.S.C. 2679(b). Note: if a time and materials task order is issued under this contract, only actual costs for material are reimbursable, per FAR 16.601.

G.4.4 Billing Disputes

The Government requires evidence that the services ordered have been provided, and that each associated charge has been priced correctly, or it may dispute the charge.

The Contractor shall attempt to resolve billing disputes to the satisfaction of the Government within sixty (60) calendar days following official notification from the TO/CO or COTR that such a dispute exists. The Contractor shall take a proactive lead in resolving disputes promptly with the initiator of the dispute by establishing and maintaining meaningful dialogue directed toward a fair and equitable resolution. In cases where a resolution is not forthcoming, the Contractor shall submit partial resolutions valued at (less than the total amount in dispute) to the Government for acceptance or denial. The TO/CO or his/her representative, so designated in writing by the TO/CO, will respond within five business days with a proposed resolution. If either party wants to escalate the dispute to the TO/CO at any time, it may do so. Disputes that are not resolved within 60 calendar days, or within the approved extension time, must be escalated to the TO/CO. Any disputes escalated to the TO/CO will be resolved in accordance with Federal Acquisition Regulation (FAR) 52.233-1 (Alternate I) (Disputes).

G.4.5 Right to Withhold Payment

The Government reserves the right to withhold a partial or entire payment of an invoice as provided for in FAR clause 52.232-01 entitled, "Payments".

G.5 REPORTING REQUIREMENTS

Contractors are required to provide the requisite reports identified in this section as part of contract administration. Contractors will not be compensated directly by the Government for the preparation and delivery of the requisite reports for the duration of the contract, including the contract base period and all option periods and extended performance periods if applicable.

G.5.1 Sales Reports

The Contractor shall electronically report all sales under this contract. "Sales" means the dollar amount invoiced under the task order. The Contractor shall accurately report the dollar value, in

U. S. dollars and rounded to the nearest whole dollar, by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31). Reports, including “zero” sales shall be submitted electronically to an e-mail address provided by the ACO after contract award.

The report is due within thirty (30) calendar days following the end of the reporting quarter. The Contractor shall continue to provide the report until final closeout of all task orders. Reporting will be by contract at the task order level. Reports for multiple contracts shall not be consolidated.

Failure to submit required reports or the falsification of reports is sufficient cause for the Government to terminate the contract for default under the termination provisions hereof.

G.5.2 Task Status Reports

As directed by GSA or client representatives, these reports shall be defined in the Performance Work Statement or work orders, and shall be prepared by task personnel and funded by the client.

G.5.3 Reports on Special Hiring

The Special Hiring Report is a report that shows whether the Contractor is meeting the 5% minimum special hiring objective required in Section H.8. The report shall be electronically submitted via e-mail to an e-mail address specified by the ACO, using the GSA specified format (currently Microsoft Office Excel 2003), by the tenth work day following the close of the calendar month. The report shall include the Contract Number, Task Order Number, Ordering Agency, Client, Special Hire Organization, Quantity of Total Contact Center Staff, Quantity of Special Hire Staff, and the percentage of Special Hire Staff of Total for each reporting period. The report shall include monthly totals and cumulative totals for all tasks performed under this contract. The report is required even when no tasks were performed during the reporting period, and shall continue to be provided until all task orders are completed under the contract.

G.5.4 Cost Recovery Report (CRR)

The CRR is a report of all invoices tendered under this contract, including the collection of all Contract Access Fees. The CRR shall be electronically submitted via e-mail to an e-mail address specified by the ACO, using the GSA specified format (currently Microsoft Office Excel 2003), by the tenth work day following the close of the calendar month. The CRR shall include the Contract Number, Task Order Number, Ordering Agency, Client, the Invoice Number, Date of Invoice, the Invoice Amount, 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 Contract Access Fees for both the reporting period, as well as cumulative totals for the contract to date. A CRR is required even when no invoices are submitted during the reporting period, and shall continue to be provided until all task orders are completed under the contract.

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).

G.5.5 Utilization of Small Business Reporting

If required according to its business size, the Contractor shall submit the following Standard Forms (SF) and Optional Form (OP) for compliance with FAR, Part 19.7. The Contractor shall

provide subcontracting information during the entire time that it is providing task order service under this contract.

The purpose of the forms is to collect subcontracting information on awards to: small business, small-disadvantaged business, women-owned small business, veteran-owned small business, veteran-owned small business, service-disabled veteran-owned small business and HUBZone small business concerns under the Contractor's subcontracting plan.

Each report shall be submitted to the GSA Contracting Officer, with a copy to the TO/CO, if reporting a task order written by an Agency contracting officer. Reports are due 30 days after the close of a reporting period.

Subcontracting Report for Individual Contracts (SF 294): This report is required on every task order and must be submitted semi-annually (for the six months ending March 31st and the twelve months ending September 30th). A separate report must be submitted for each task order.

Summary Subcontracting Report (SF 295): The report shall be submitted semi-annually (for the six months ending March 31st and the twelve months ending September 30th, if the task order is a Department of Defense requirement, and annually (for the twelve months ending September 30th for all other Agencies).

Small Disadvantaged Business Participation Report (OP 312): This report is prepared and submitted only when the Contractor is submitting a report for the last performance period of a task order on a Standard Form 294.

G.6 MARKETING

G.6.1 Marketing Calls

The Contractor shall coordinate marketing efforts with the Director of USA Service at GSA to keep him/her apprised of planned client visits. The current director of GSA's USA Services E-Gov Initiative is Mr. Stuart Willoughby. His contact information is as follows:

General Services Administration
Office of E-Gov Solutions Support (XCE)
1800 F Street, NW (Room G-132)
Washington D.C. 20405-0001

Telephone Number: (202) 501-9121

G.6.2 Trade Shows/ Exhibitions

The Contractor shall report participation in trade shows/exhibitions prior to attendance. Information provided shall consist of date, location, and name of conference. The Director of USA Service at GSA shall be notified at least two (2) weeks prior to the show/exhibit.