

## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G.1 Contractor's Contact Information

For prompt action on matters pertaining to your administration of the contract contact:

**General Services Administration, 6FG  
Attn: Howard Innis  
1500 E. Bannister Road  
Kansas City, MO 64131**

#### G.2 Invoice Submission

The Contractor shall submit invoices in accordance with the schedule specified in each order. Upon delivery of supplies or services to the place designated in the order, the Contractor is authorized to submit a valid invoice for payment to the payment office specified in the order. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies or services for which the Government is being billed, have been shipped and delivered in accordance with shipping and delivery instructions stated in the order, in the quantities shown on the invoice, and the supplies or services are in the quantity and of the quality designated by the order. Mark Invoice: "**Original Invoice**".

NOTE: Invoices marked **STATEMENT** in lieu of invoice **will not be processed**. See also **Section I.10** for additional invoicing requirements.

#### G.3 Order Procedures

Any supplies and services to be furnished under this contract will be ordered by issuance of written orders on GSA Form 300, Standard Form 1449 or DD Form 1155. Oral orders are not authorized. An order specifies and authorizes the work to be performed by the Contractor. The order will include pricing and a statement of work. **ALL ORDERS MUST ALSO CITE THE PRIMARY NAICS CODE AND THE APPROPRIATE FUNCTIONAL AREA.** Orders may only be issued from **date of contract award through contract expiration**. The following ordering procedures apply to all orders issued under this contract.

#### G.4 Delegation of ordering authority

a. The GSA Small Business GWAC Center may issue delegated ordering authority, for orders issued against this contract, to all warranted Government contracting officers in all Federal Government Agencies.

b. All orders are subject to the terms and conditions of the original contract, as amended. In the event of a conflict between an order and the contract, the contract will take precedence.

c. All costs associated with preparation, presentation and/or discussion of the Contractor's order proposal will be at the Contractor's expense and will not be directly charged to the Government.

d. No work will be performed and no payment will be made except as authorized by an Order.

e. A Order will be considered to be issued in accordance with Clause 52.216-18 – Ordering (OCT 1995) – Section I.3.

f. An order can only be issued by a warranted contracting officer.

g. Orders issued under this contract will not be announced in the FEDBIZOPPS.

h. Any required change to a previously issued order will be issued in writing by the contracting officer for the order.

For orders to be issued with an estimated value of less than \$3 Million (inclusive of options and/or modifications), the following will apply:

Orders may be awarded on a sole source basis up to \$3 million based upon self-marketing or past performance. The Contracting Officer shall make a determination of price reasonableness for each order.

For orders to be issued with an estimated value of greater than \$3 Million (inclusive of options and/or modifications), the following will apply:

All orders expected to exceed \$3 Million shall be processed through GSA, and shall provide for fair opportunity among all contract holders within the applicable Functional Area. All the necessary information (i.e. Bill of Materials, Statement of Work, Evaluation Criteria, etc.) shall be disseminated in order to afford all GWAC contract holders within the required functional area fair opportunity to receive order award. GSA, or the ordering agency delegated direct order authority, will provide the necessary oversight to ensure that award is made in accordance with the stated evaluation criteria. The Government reserves the right to select the contractor based upon initial offers and may do so without discussions.

Upon receipt of procurement requests exceeding \$3 Million from a client agency, the GSA Contracting Officer shall issue a request for proposals to the multiple

awardees within the applicable Functional Area. Notifications may be received via various means including fax, e-mail and commercial mail. However, typically, notifications will come via broadcast e-mail through the GSA, FTS, IT Solutions on-line procurement system. **All contract holders must register in IT Solutions at <http://it-solutions.gsa.gov>. It is the responsibility of the contract holder to maintain current and accurate information in their IT Solutions profile for the distribution of RFQ postings.**

### **G.5 Cost Recovery Report (CRR)**

The CRR is a report of all invoices and payments received against all active orders under this contract. The CRR is to provide the Contract Number, Order Number, Ordering Office, Client Agency and location, the Invoice Number, the amount of the invoice, Payment Received, the amount of the Contract Access Fee (CAF), total CAF per Order and the total CAF paid for the reporting period. The report shall include the total amount of the listed invoices and rebates for both the reporting period as well as cumulative totals for each active Order to date. **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 submitted using the GSA directed software (Microsoft Excel – version 7.0 or higher) by calendar quarter (January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31). The reported amounts shall include the Contract Access Fee. To download the CRR format go to website: <http://r6.gsa.gov/smallbusinessgwac>. CRRs shall be submitted with the CAF on a quarterly basis and sent to the following:

General Services Administration  
Small Business GWAC Center (6FG)  
P.O. Box 16020  
Kansas City, MO 64112

**CRR reports are required to be submitted as long as there are open orders under the contract, even after the term of the contract has expired. CRR reports shall be submitted until all orders are completed.**

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.

### **G.6 Fee Reimbursement**

GSA operating costs associated with awarding and managing this contract are recovered through a Contract Access Fee (CAF) of 3/4 percent of the total invoice amount. **Contractors should include the Contract Access Fee in the unit prices submitted with their order offer(s).** 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  
Small Business GWAC Center (6FG)  
P.O. Box 16020  
Kansas City, Missouri 64112

Where multiple invoices and/or multiple orders are involved, the CAF may be consolidated into one payment. To ensure the payment is credited properly, the contractor shall submit the check along with a printed copy of the cost recovery report (CRR) as required by section G.7. **Each check shall be annotated with the corresponding contract number.**

The contractor shall pay GSA within 30 calendar days after the end of each calendar quarter, the CAF for all invoices for which payment by the Government has been received by the contractor during the reporting period. Calendar quarters are January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31. If the full amount of the CAF is not paid within 30 calendar days after the end of the applicable payment date, it shall constitute a debt to the United States Government 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 documented sales reports, payments, falsifies payment documentation, or fails to pay the CAF in a timely manner, the Government may terminate or cancel the 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.7 Simplified CRR & CAF Payment**

The Contractor has the option to pay the entire CAF for an Order up front and realize administrative savings from not having to issue a stream of checks for the CAF, and not having to submit information in the Invoice No., Invoice Date, Invoice Amount and Payment Received portions of CRRs following the 1<sup>st</sup> instance of reporting of the Order in a CRR. This alleviates the administrative burden of tracking partial invoices. The CAF is non-refundable.

### **G.8 Contract Administration**

All contract administration for this contract will be accomplished by:

General Services Administration, 6FG  
Attn: Howard Innis

1500 E. Bannister Rd.  
Kansas City, MO 64131

### **G.9 Open Season**

The Government reserves the right to conduct open seasons whereby additional awards will be made, when it determines it is in its best interest to do so. Notification of an open season will be made via FedBizOpps.

Contracts awarded under any open season will share the program ceiling and shall be made in accordance with all of the terms and conditions of this solicitation.

### **G.10 Subcontracting**

Pursuant to FAR 52.219-14, Limitation on subcontracting, At least 50% of the cost of contract performance incurred for personnel shall be expended for employees of the concern. Contractors shall maintain up-to-date records concerning subcontracting costs and shall submit the standardized report semi-annually (using the contract year) no later than 30 calendar days after each six-month reporting period. The first report period will be the contract notice to proceed date through May 31, 2005.

A separate report shall be completed for each functional area. Report(s) must be submitted every reporting period even if there is no change or no activity on your contract. The completed report shall be submitted to:

**Small Business GWAC Center  
ATTN: 8(a) STARS Subcontracting Report  
1500 E. Bannister Road (6FGC)  
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.11 Current & Past Performance Information (IAW FAR 42.15)**

It is the Small Business GWAC Center's intent to collect complete performance evaluations for each Order. The requiring office will assess the Contractor's performance in areas such as quality, quantity and timeliness. Such ratings may have bearing on the Contractor's likelihood to receive future Orders. The past performance questionnaire in Section J of the solicitation may be used for this purpose. Additionally, evaluators may complete the past performance questionnaire available on-line at <http://r6.gsa.gov/smallbusinessgwac>.

It is incumbent upon the requiring official, or their designee, to complete a performance record (essentially measures of quality, schedule timeliness, performance goal attainment, cost goal compliance and customer satisfaction) for each Order after completion of work, and at least annually for Orders having a performance period in excess of one year. Performance evaluations should be submitted to the Small Business GWAC Center at the e-mail address: 8a@gsa.gov. Contractors should be cognizant of this requirement and exercise their right to contribute to the final performance record. Organizations of caliber will not only plan for good performance, but also be aware of their current performance as perceived by the Government, and take steps (i.e., requesting interim evaluations, holding meetings with the Government, corrective action if required, etc.) to ensure performance is satisfactory throughout the life of each Order so that there will be no surprises at the completion of work.

Contractors are invited to document their performance under each Contract Order and submit it to the Small Business GWAC Center. This standing invitation constitutes the Small Business GWAC Center's effort to afford an opportunity for Contractors to address adverse ratings before they are utilized in a future selection process. A file of all received Government performance records and any Contractor supplemental information will be maintained and made available to interested parties having a bona-fide need to know.

The Small Business GWAC Center is considering and may implement a mandatory uniform web-based past performance system in the future.

#### **G.12 Re-certification of 8(a) status**

Prior to exercising the option period of the contract, the contractor will be required to re-represent business size status and 8(a) program eligibility by providing a size status statement to the contracting officer or by completing the applicable portion of 52.213-3, Offeror Representations and Certifications – Commercial Items or 52.219-1, Small Business Program Representations, as applicable to the contract(s). If a previously awarded 8(a) small business concern re-represents itself as other than small, the contracting officer shall be precluded from exercising the option.

**Pending SBA's final ruling, the Government reserves the right to require annual size re-certification.**

Failure to re-certify will preclude the option from being exercised.

#### **G.13 Order Level Protest**

In accordance with Federal Acquisition Regulation (FAR) 16.505(a)(8), "No protest under Subpart 33.1 is authorized in connection with the issuance or

proposed issuance of an Order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the Order increases the scope, period, or maximum value of the Contract”.

#### **G.14 OMBUDSMAN**

In accordance with FAR 16.5 disputes related to matters affecting Order award may be directed to the Ombudsman. The Ombudsman for GSA is:

**DONALD J. SUDA**  
**SPECIAL ASSISTANT FOR CONTRACTING INTEGRITY**  
**OFFICE OF ACQUISITION POLICY (MV)**  
**1800 F STREET, NW – ROOM 4031**  
**WASHINGTON, DC 20405-0002**

**PHONE: (202) 501-4770**  
**FAX: (202) 501-1986**

#### **G.15 SECTION 803 and How it Applies to 8(a) FAST<sup>2</sup> Contract**

The 8(a) FAST<sup>2</sup> contract will be awarded under the provisions of section 8(a) of the Small Business Act (15 U.S.C. 637(a)) and FAR 19.8. For orders at or below the \$3 million competitive threshold, the Contracting Officer may waive the Section 803 competition requirements based on the exception that a statute expressly authorizes that the purchase be made from a specified source. However, the competition requirements of DFARS 216.505-70 are still applicable for orders above the \$3 million competition threshold for 8(a) contracts unless the contracting officer waives this requirement on the basis of a written determination that – (1) one of the exceptions described in FAR 16.505(b)(2)(i) through (iv) applies to the order; or (2) a statute expressly authorizes or requires that the purchase be made from a specified source.