

Section G - Contract Administration Data

G1. CONTRACTING OFFICER**G1.1. VCCO AUTHORITY**

The VCCO Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely in the VCCO Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. The VCCO Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

G1.2 ORDERING AUTHORITY

Ordering Contracting Officers for Authorized Buyers as defined herein are authorized to place orders within the terms of this contract and within the Contracting Officer's authority. The Ordering Contracting Officer's authority is limited to the individual orders. They are not authorized to make changes to the contract terms.

G1.3 CONTRACTOR'S AUTHORITY

(a) The Contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer, or the Contracting Officer's Representative (COR) acting within the limits of his or her authority. In the event the Contractor effects any such change at the direction of any person other than the VCCO Contracting Officer, the change will be considered to have been made without authority and solely at the risk of the Contractor.

(b) The Contractor shall not in any way represent that he is a part of the U. S. Government or that he has the authority to contract or procure supplies for the United States of America

G1.4 AUTHORIZED BUYERS

The products and services offered on this Contract shall be available to all authorized agencies/departments. These agencies/departments currently include: DoD, DLA, USGS, Army, Navy, Air Force, Marine Corps, Department of Homeland Security, Coast Guard, NASA, GSA, EPA, DOJ, Smithsonian Institute, and the FAA (including all subordinate agencies/departments of the authorized buyers). Additional Authorized Buyers shall be added as other agencies join the Center as Partners. Contracting Officers for these agencies and their authorized purchase cardholders have the authority to place orders directly against this Contract in accordance with the provisions outlined herein under Decentralized Ordering. Orders may also be placed through the VCCO in accordance with the provisions outlined herein under Centralized Ordering.

G1.5 CONTRACTOR REQUESTS FOR MODIFICATION

The Contractor shall submit requests for modification of this contract to the VCCO CO with a copy of the request to the Lead COR.

G1.6. CONTRACTUAL PROBLEMS

Contractual problems of any nature that may arise during the life of this contract must be handled in conformance with specific public laws and regulations (i.e., Federal Acquisition Regulations (FAR), Department of Defense Federal Acquisition Regulations Supplement (DFARS), and the Army Federal Acquisition Regulations Supplement (AFARS) and the Engineer Federal Acquisition Regulations Supplement (EFARS)). The Contractor and the Lead COR shall bring all contracting problems to the immediate attention of the VCCO CO.

G1.7 REQUESTS FOR INFORMATION

Requests for information on matters related to this contract such as explanation of terms and contract interpretation shall be submitted in writing to the following:

USACE, Vicksburg
Vicksburg Consolidated Contracting Office
ATTN: CEMVK-CT-T Carla Koestler
Vicksburg, MS 39183-3435
Phone: (601) 631-7903
Email: Carla.C.Koestler@mvk02.usace.army.mil

G2. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

G2.1. AUTHORITY

The Lead Contracting Officer's Representative (COR) is responsible for the day-to-day technical direction of the contract and is responsible for ensuring that the terms and conditions of this contract fully support the requirements specified herein. The Lead COR shall be contacted regarding questions and/or problems of a technical nature. In no event; however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the VCCO CO be effective or binding upon the Government, unless formalized by proper contractual documents executed by the VCCO CO prior to completion of this contract. When, in the opinion of the Contractor, the Lead COR requests effort outside the scope of the contract, the Contractor will promptly notify the VCCO CO in writing. No action will be taken by the Contractor under such technical instruction until the VCCO CO has determined if such effort is within the contract scope, and, if not, has issued a contract change order. On all problems that pertain to contract terms, the Contractor shall contact the VCCO Contracting Officer. The Contractor shall contact the Lead COR regarding problems or questions of a technical nature. The Lead COR may be designated as the Acceptance Official for various delivery orders under the contract. The Lead COR will be appointed by memorandum by the VCCO CO at contract award. In addition to the Lead COR who will assist the VCCO Contracting Officer on general contract-wide matters, the Ordering Contracting Officer shall appoint a Site COR for assistance with Contractor performance for Support Services at individual sites. The Site COR responsibilities will be those indicated herein that pertain to Contractor work performed in accordance with individual delivery orders.

G2.2. RESPONSIBILITIES

A memorandum designating the COR will be issued with a copy furnished to the Contractor stating the responsibilities of the COR. However, specific COR responsibilities include, but are not necessarily limited to, the following:

- (a) Issuing requests to the CO for issuance of delivery orders against this contract.
- (b) Alerting the CO of any potential problems, which might affect price, performance, schedules, etc.
- (c) Reviewing statements of work for scope determinations prior to Contractor issuance of proposal for services.
- (d) Reviewing and evaluating all proposals for support services, technology improvement, replacement, or substitution. The COR is responsible for making recommendations concerning these issues to the CO.
- (e) Ensuring the acceptance of hardware, software, and support services are completed in accordance with this contract.
- (f) Providing information to the Contractor to assist in the interpretation of specifications or technical portions of the statement of work.
- (g) Monitoring services being performed to insure that the Contractor utilizes personnel meeting the qualifications specified in Section C.
- (h) Serving as the contact point through which the Contractor may relay questions or problems of a technical nature to the CO.
- (i) Serving as a contact point through which activities may relay any contractual questions or problems to the Contractor.

G2.3. LIMITATIONS

Direction must be within the general scope of work stated in the contract. The COR does not have the authority to issue any technical direction which:

- (a) Constitutes an assignment of additional work outside the general scope of the contract;
- (b) In any manner, causes an increase or decrease in the total estimated contract performance;
- (c) Changes any of the expressed terms, conditions or specifications of the contract.

G3. DELIVERY ORDERS

The following paragraphs delineate the administrative procedures which will be used throughout the life of this contract. The Government reserves the right to unilaterally modify these procedures as deemed necessary and in the best interest of the Government.

G3.1. DELIVERY ORDER ISSUANCE

G.3.1.1 CENTRALIZED ORDERING (ERDC/VCCO)

To utilize centralized ordering, the requiring activity will forward their requirement and funding document to the COR at ERDC. After COR review the requirement will be forwarded to the CO at VCCO for preparation and issuance of the delivery order. Written delivery orders, on DD Form 1449, will contain the following information at a minimum:

- (a) The contract number and the delivery order number
- (b) The date of the order
- (c) Funding document number
- (d) Name and address of Issuing Activity
- (e) Name, address and email of Approving and Acceptance Authority
- (f) Name and address of Contractor
- (g) Delivery date (performance period for services) and instructions if applicable
- (h) Ordering activity points of contact with phone and email
- (i) Shipping address/place of performance and point of contact
- (j) Name and address of Paying Activity
- (k) Contractor delivery order acceptance information
- (l) Accounting and appropriation data NOTE: Specific instructions regarding how payments are to be assigned when an order contains multiple ACRNs, to permit the paying office to charge the accounting classification citations to the appropriate CLIN or SLIN. If more than one accounting classification citation applies to a single ordered CLIN or SLIN, identify each assigned ACRN and the amount of associated funds using for the CLIN or SLIN.
- (m) CLIN number, CLIN description including part number, quantity ordered, unit of measure, unit price, and amount for the line item number. NOTE: Description of the services and supplies to be provided, quantity, unit price and extended price, or estimated cost and/or fee (TO INCLUDE THE CONTRACT LINE ITEM NUMBER (CLIN) FROM Section B).
- (n) Other information to be conveyed to the Contractor by the Ordering Activity, (e.g., site operating hours on initial delivery order) as necessary
- (o) Signature of Contracting Officer

G.3.1.2 DECENTRALIZED ORDERING

Authorized Buyers may issue orders in accordance with the terms and conditions herein. Written delivery orders will contain the following information at a minimum:

- (a) The contract number and the delivery order number
- (b) The date of the order
- (c) Funding document number
- (d) Name and address of Issuing Activity
- (e) Name, address and email of Approving and Acceptance Authority
- (f) Name and address of Contractor
- (g) Delivery date (performance period for services) and instructions if applicable
- (h) Ordering activity points of contact with phone and email
- (i) Shipping address/place of performance and point of contact
- (j) Name and address of Paying Activity
- (k) Contractor delivery order acceptance information
- (l) Accounting and appropriation data NOTE: Specific instructions regarding how payments are to be assigned when an order contains multiple ACRNs, to permit the paying office to charge the accounting classification citations to the appropriate CLIN or SLIN. If more than one accounting classification citation applies to a single ordered CLIN or SLIN, identify each assigned ACRN and the amount of associated funds using for the CLIN or SLIN.
- (m) CLIN number, CLIN description including part number, quantity ordered, unit of measure, unit price, and amount for the line item number. NOTE: Description of the services and supplies to be provided, quantity, unit price and extended price, or estimated cost and/or fee (TO INCLUDE THE CONTRACT LINE ITEM NUMBER (CLIN) FROM Section B).
- (n) Other information to be conveyed to the Contractor by the Ordering Activity, (e.g., site operating hours on initial delivery order) as necessary
- (o) Signature of Contracting Officer

G3.3 DELIVERY ORDER PERFORMANCE

Performance under orders shall commence only after receipt of an executed order via facsimile, e-mail, or by verbal direction from the Ordering Contracting Officer. If verbal direction is given, written confirmation will be provided within five (5) working days of the oral order. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed orders.

G3.4 PROPOSAL COSTS

The Contractor is responsible for all proposal costs incurred in performance of the contract.

G4. ORAL ORDERS

The CO may place oral orders under this contract. Oral orders are authorized ONLY for EMERGENCY situations. Oral orders shall be confirmed by a written delivery order within five (5) working days of the placement of the oral order, which will include the same information as required herein. With each shipment or delivery under an oral order, the Contractor shall furnish the following information via email to the ordering CO within twenty four (24) hours.

- (a) The contract number;
- (b) The order number under the contract;
- (c) Date the order was made;
- (d) Name and title of the person placing the order;
- (e) An itemized listing of the supplies or services ordered to include the CLIN and nomenclature
- (f) Unit prices and extension of each item.

G4.1. INVOICES FOR ORAL ORDERS

Invoices in response to oral orders shall be processed based on the written delivery order.

G5. INVOICE AND PAYMENT PROVISIONS

G5.1. INVOICE SUBMISSION

An invoice is the Contractor's bill or written request for payment under the contract for supplies and services rendered under this contract. The Contractor shall provide an electronic invoice to the Approving and Acceptance Authority for the ordering activity.

For each individual delivery order, one invoice shall be rendered for items accepted and in no case shall charges for more than one delivery order appear on the same invoice. Multiple invoices may be rendered, however, for the same delivery order in cases of partial acceptance of a delivery order. The final invoice under each delivery order shall be identified as such by the Contractor on the face of the final invoice. Invoices are payable in accordance with Prompt Payment (FAR 52.232-25) and shall provide the following information as a minimum:

- (a) Name and address of Contractor;
- (b) Invoice number;
- (c) Invoice date;
- (d) Contract and delivery order numbers;

- (e) Contract Line Item Number (CLIN);
- (f) Description, part number, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
- (g) Total charges;
- (h) Shipping and payment terms (i.e., shipment number and date of shipment).
- (i) Name and telephone number of Contractor's point- of- contact.
- (j) Employee name, numbers of hours worked under the order during the invoice period, and the person's contract labor category (for other than fixed-price services).
- (k) Invoice submission shall be in accordance with the respective "Payment" clause and other clauses and instructions depending on the respective contract type, as identified in individual orders.

G5.2. INVOICE CHARGES AND CREDITS

G5.2.1. INVOICE CERTIFICATION

The Contractor will submit receiving reports/acceptance documents (DD250) for any hardware, software, maintenance, training, and/or services to the name and address designated as the approving and accepting authority (Ref. Clause E2.1) in the Delivery Order. The approving and accepting authority shall identify and take steps to resolve any discrepancies with the Contractor and secure a corrected DD250. Upon determining the DD250 is correct, the approving and accepting authority official shall formally accept the products or services received in accordance with Section E by signing the appropriate blocks of the DD250 and return it to the Contractor. The Contractor will then attach the DD250 to an invoice and submit the invoice for these products or services to the Paying Activity specified in the Delivery Order.

Contractor's failure to comply with the instructions above will render the invoice as improper, and the Contractor shall resubmit the invoice in accordance with the Invoice Submission requirements above.

G5.2.2. DOWNTIME CREDITS

In the event that maintenance downtime credits apply (Section H), the Government will deduct the credits from the monthly invoices and inform the Contractor, in writing, of the reason for the credit and include the date of the occurrence, period of downtime credit due, and the type and CLIN number of the components involved

G5.3. INVOICE PAYMENT

For purposes of this Section, "invoice payment" is a Government disbursement of monies to the Contractor under this contract for hardware, software, and/or support services which are formally accepted by the Government. Invoices are payable when received - in accordance with the Prompt Payment Act. Payment will be made by the designated payment office upon receipt

of invoice and acceptance document as specified herein. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made.

G6. SUPPORT SERVICES

1. Different Contract types may be used to order support services under this contract. These contract types include Time and Materials (T&M), Fixed Price (FFP) and as appropriate other types.

a. Time and Materials contract type pricing for support services will be the basis of an hourly labor rate, which will include all labor, facilities, incidental supplies, supervision, training, indirect charges, and profit. This includes, but not limited to, all related charges such as telephone, cell phone, pagers, computer charges, and paper products. The Government will reimburse travel costs, including per diem and airfares, under a separate line item. The Contractor will manage time-and-material support service orders at the ceiling price unless it is noted on the delivery order that the support services are to be managed at the labor category level. In the latter case, the site representative (COR) or Contracting Officer shall approve (time-and-materials) labor realignments prior to performance. In conjunction with (time-and-materials) labor realignments, labor rates shall not be changed (i.e., increased to a subsequent years' higher rates) from those designated in the delivery order. The labor rates specified in the original delivery order shall remain in effect for the entire delivery order performance period.

b. Under Firm Fixed Price support service orders, the Government orders services on the basis of one negotiated total price for successful performance of a specific statement of work. The fixed price includes all labor, facilities, incidental supplies, supervision, indirect charges, profit, and all travel costs (including per diem and airfares.)

2. When ordering services, ordering offices shall prepare a Request for Quotation:

a. A performance-based statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) shall be prepared.

b. A request for quotation will be prepared which includes the performance-based statement of work and requests the Contractor to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the hourly rates in the contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order shall also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of

travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time and material orders.

3. Any Contractor travel required in the performance of Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.

4. The ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

5. The Government's request for quotation may request the Contractor, if necessary or appropriate, to submit a project plan for performing the task and information on the Contractor's experience and/or past performance performing similar tasks.

6. The following Performance criteria shall be met.

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. The Contractor agrees to render onsite services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Agency will include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order.

7. The Contractor shall provide via email to the Lead COR a copy of all requests for services proposals, including the SOW, and all proposals for services submitted to customers. Proposals shall not be issued prior to an in-scope determination by the Lead COR.

G7. CREDIT CARD ORDERS

G7.1 Government credit cards may be used for purchases under this contract, and, as an alternative method of payment. All authorized ordering offices may use the credit card up to the cardholder's individual purchase limit to order and pay for supplies/services that are limited to hardware, software, maintenance and training only.

G7.2 The credit card will be exclusively used for official Government purchases in accordance with the prices, terms, and conditions of this contract. Purchases shall also be in accordance with the simplified acquisition limitations as stated in the Federal Acquisition Regulation (FAR) Part 13 in effect on the date the order is placed, as well as, the cardholder's delegation of authority, individual activities purchase authority, and, activities credit card limitations and requirements.

G7.3 No back orders are allowed. No advanced billing is allowed.

The Contractor shall submit a receipt for each credit card order and provide a copy to the cardholder, when the order is shipped. The Contractor shall bill the cardholder the day after the order is shipped. For all credit card maintenance purchases, the Contractor shall invoice at the end of the billing service period. The minimum maintenance billing service period is one month.

G7.4 When a credit card is used, the requirements for issuance of a delivery order and submission and certification of invoices are waived. In reference to inspection and acceptance as required by Section E of the contract, all references to the "approving and accepting authority" shall be changed to reflect the "ordering official". The ordering official shall serve as the Government representative for determining receipt of acceptable supplies or services. Therefore, the requirements for a 10 day performance period and issuance of a readiness certificate are still required to the extent of determining the hardware/software warranty period and whether the products meet the standard of performance as it relates to non-availability credits. Requirements for receiving reports and acceptance at destination are not applicable for payment.

G7.5 All other terms and conditions of the contract apply as they relate to ordering supplies/services through normal contract procedures.

ACCOUNTING AND APPROPRIATION DATA

AA: 96X49020000 082460 2520HC5094NA NA 96223
AMOUNT: \$100,000.00

AB: 96X49020000 082460 2520004D43NA NA 96223
COST 000000000000
CODE:
AMOUNT: \$150,000.00