

SECTION G Contract Administration Data

G.1 TASK ORDER AWARD PROCEDURES

The following provision defines the process by which (a) Fair Opportunity for Award will be afforded; (b) Task Orders (TO) will be processed and priced; and (c) TOs will be awarded. Please Note: Careful attention should be paid to those areas in which the procedures change due to use of a different contract type/pricing methodology.

a. FAIR OPPORTUNITY FOR AWARD:

1. General: One or more Task Orders (TOs) may be issued during the performance period of this contract. Performance-based statements of work will be used whenever appropriate. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Contracting Officer (CO) will give each awardee a fair opportunity to be considered for each order in excess of \$2,500 unless one of the conditions in paragraph (a.2) below applies.

2. Exceptions to Fair Opportunity for Consideration: Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed \$2,500 when the CO determines one of the following conditions apply:

(a) providing such opportunity would result in unacceptable delays;

(b) only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;

(c) 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 order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or

(d) it is necessary to place an order to satisfy a minimum guarantee.

b. PROCESSING AND PRICING OF TASK ORDERS.

1. Selection Criteria for Awarding a TO: The Government TO proposal request will contain the evaluation criteria against which the proposals will be evaluated. The government's award decision will be based on selection criteria that includes, as a minimum, past performance, technical/management approach, and price/cost. Evaluation of past performance will be based on each awardee's original proposal's past performance data as supplemented by the government and contractor during the life of the contract. As work proceeds under the contract, it is probable that the past performance data submitted with the original contract proposal will be disregarded for current performance reports received on task orders performed under this contract. In addition, individual TO selection criteria may include other factor(s) relevant to the particular requirement. The order of importance for the factors will be identified on each individual requirement.

2. Proposal Process for Selected Multi-awardees:

(a) The CO or designated representative will issue a TO proposal request to awardees. The TO proposal request will include a due date for proposal submission and a statement of work (SOW) which includes a detailed description of work to be accomplished, a listing of the deliverables required, and additional data as appropriate. The TO proposal request will also include specific instructions for the submission of proposals (i.e., oral or written, distribution instructions), the selection criteria factors, the factors' order of importance, and other information deemed appropriate.

(b) Awardees will generally be allowed no more than 10 work days to prepare and submit proposals. The page limit for technical proposals will typically be five pages. However, an adjustment of the submission time

and page limit may be necessary based on the requirements. The due date will be set forth in each TO proposal request. If an awardee is unable to perform a requirement, the awardee may "NO BID" the TO proposal request.

(c) Technical Proposals. The TO proposal request will state whether an oral proposal is required in addition to or instead of the written technical proposals. Proposals will typically be limited to 5 pages. However, more or less pages may be necessary based on the requirements. Resumes are not included in the page limit. Both oral and written technical proposals shall address, as a minimum:

- * Technical Approach
- * Key Personnel
- * Quantities/hours of personnel by labor categories
- * Resumes of proposed personnel
- * Other Direct Costs (ODCs)
- * Risks
- * Period of Performance
- * Use of Government Property/Information
- * Security (including clearance level)
- * Teaming Arrangement to include subcontracting
- * Small Business Utilization

(d) Cost Proposals. A written cost proposal will always be required. This area of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). The level of detail required shall be primarily based on the contract type planned for use.

(i) Fixed Price or Time & Material (T&M): The proposal shall identify labor categories, in accordance with the Labor Rate Tables contained in Section B, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements (i.e., travel, material). It must also identify any Government Furnished Property (GFP) and/or Government Furnished Information (GFI) required for task performance. If travel is specified in the TO statement of work, airfare and per diem rates by total days, number of trips, number of contractor employees traveling shall be included in the cost proposal.

(ii) Cost-Reimbursement: Cost/Price proposals shall include, as a minimum, a complete Work Breakdown Structure (WBS) which coincides with the detailed technical approach; and provides proposed labor categories, hours, wage rates, direct/indirect rates, ODCs, and fee. Both "sanitized" and "unsanitized" cost proposals will be required for cost reimbursement cost proposals. "Unsanitized" cost proposals are complete cost proposals which include all required information. "Sanitized" cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Unsanitized proposals will only be provided to the Contracting Officer, while sanitized proposal will be provided to the COR or Task Monitor..

(e) Other Relevant Information: This information shall always be in writing and shall address other relevant information, as required by the contract or specifically requested by the TO proposal request, e.g. Conflict of Interest issues.

(f) Clarification of Proposal: Proposals will be evaluated in accordance with selection criteria set forth in the TO proposal request. If necessary, during the evaluation of proposals the Government may contact an awardee with questions concerning their proposal. However, such contact does not constitute discussions. Upon completion of evaluations, the CO will issue a TO to the awardee whose proposal is most advantageous to the government.

3. Proposal Process for Excepted Awardees: The proposal process for requirements that meet one of the exceptions to fair opportunity will be the same as mentioned above except that there will be no selection criteria.

4. In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed task. In such event, the

contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the "**Disputes**" clause or the "**Contract Disputes Act**".

c. **TASK ORDER (TO) AWARD, CONTENT, AND MONITORING:**

1. **TO Issuance:** TOs may be issued by mail or facsimile on a DD Form 1155, Order for Supplies and Services. Payment instructions pertaining to multiple accounting classification reference numbers (ACRNs) will be included in each TO award, if applicable. When it becomes available, TOs may also be issued via electronic commerce.

2. **Unauthorized Work:** The contractor is not authorized to commence performance prior to issuance of a signed TO or verbal approval provided by the CO to begin work.

3. **Task Funding Restrictions:** No unfunded and/or optional tasks are allowed.

4. **Changes in T&M TO:** Contractors shall provide written notification to the CO, COR, and TM, and obtain CO approval, prior to making changes to the labor mix on operating TOs, if the change in hours is more than 15 percent higher than the hours originally proposed in that labor category, or if any new labor category (i.e., a category not originally proposed for this TO) is intended for use under the TO. The contractor shall submit a revised cost proposal to show original amount/award, proposed revised amount and difference.

5. **Ombudsman:** In accordance with FAR 16.505(a)(6), no protest under FAR Subpart 33.1 is authorized in connection with CO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Director for Acquisition, Logistics, and Facilities has been designated as the DISA Ombudsman. The DISA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the DISA Ombudsman must be forwarded to:

Defense Information Systems Agency
Director for Acquisition, Logistics and Facilities
5111 Leesburg Pike, Suite 900
Falls Church, VA 22041

G.2 PREPARATION OF VOUCHERS

a. General.

(1) SF-1034, "Public Voucher for Purchases and Services Other than Personal," shall be prepared and submitted for payments under this contract.

(2) Pursuant to DFARS 242.803(b), the provisions of FAR 42.7 and 42.8, responsibility for cost administration of this contract for cost-reimbursement task orders and T&M task orders which include other direct costs (ODCs) is assigned to the cognizant Defense Contract Audit Agency (DCAA), as follows:

[DCAA address is contract specific]

If DCAA authorizes the contractor to submit vouchers directly to the paying office, then a copy of the authorization and the voucher shall be submitted directly to the paying office identified on the DD Form 1155 for all task order types.

(3) To ensure the timely processing of the contractor's payment, T&M vouchers which include ODCs and cost-reimbursement vouchers shall be forwarded in original and three copies simultaneously, as follows:

(a) Original to the cognizant DCAA Auditor (for administrative review, provisional approval and forwarding to the Finance Office identified on the DD Form 1155;

(b) Copy to the Finance Office listed on the DD Form 1155;

(c) Copy to the Contracting Officer's Representative at the following address;

DISA/AP21
5275 Leesburg Pike
Falls Church, VA 22041

(d) Copy to the Task Monitor identified in the task order statement of work.

(4) To ensure timely processing of the contractor's invoices, FP vouchers and T&M vouchers for labor only do not have to be submitted through DCAA. These vouchers shall be forwarded simultaneously to the finance office and the Task Monitor.

(5) All vouchers submitted to the Government shall delineate cost by:

- * Contract number
- * Task order number
- * Corresponding accounting and appropriation data
- * Contract Line Item Number (CLIN)
- * Any additional information required by specific payment clauses

b. Billing Instructions.

(1) T&M type vouchers and required support documentation/justification shall be submitted pursuant to FAR 52.232-7, except the withholding of 5%. For the purposes of this contract, the 5% withholding is waived. See Section I, FAR 52.232-7, "Payments Under Time and Materials and Labor Hours Contracts."

(2) Cost-reimbursement vouchers shall be submitted pursuant to FAR 52.216-7, "Allowable Cost And Payment," and must specify as a minimum, the following information for the billing period:

(a) The total price for the current billing period and the cumulative amount billed for the current fiscal year. The current price and total cumulative price will be shown by CLIN/Sub-Contract Line Item Number (SLIN).

(b) Within ninety (90) days after the end of each of its fiscal years for estimating, accumulating, and reporting task order costs, the contractor shall submit a proposed final indirect submission pursuant to FAR 52.216-7(d)(2).

(c) Completion Voucher.

(i) The completion voucher is the last voucher to be submitted on a task order.

(ii) FAR 52.216-7(h) requires the contractor to submit the completion voucher following completion of the work under the contract task order. However, prior to submitting the completion voucher, DCAA must have completed an audit of the contractor's incurred costs relating to the contract task order.

G.3 DISA 52.201-9200 CONTRACTING AND ADMINISTRATIVE AUTHORITY (JUN 1996)

a. The contract will be awarded by the DISA DITCO-NCR. The Procuring Contracting Officer (PCO) may assign certain administration functions to the cognizant Contract Administration Office (CAO) by a specific delegating letter. All functions not specifically delegated to the CAO will be assigned to the DISA DITCO-NCR, 5111 Leesburg Pike, Suite 900, Falls Church, VA 22041, unless otherwise prohibited by statute or regulation.

b. The DISA DITCO-NCR Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements contained elsewhere in this contract; the said authority remains solely in the DITCO-NCR CO. In the event the contractor effects any such change at the direction of any other person other than the DITCO-NCR CO, the change will be considered to have been made without authority and no adjustment will be made in the contract costs to cover any increase incurred as a result thereof.

c. The contractor shall submit requests for modifications of this contract to the DITCO-NCR CO with a copy of the request to the COR as designated in the COR appointment letter.

d. Contractual problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (i.e., Federal Acquisition Regulation). Only the DITCO-NCR CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the DITCO-NCR CO.

e. Request for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the NCR CO.

G.4 DISA 52.219-9100 SUBMITTAL OF SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS (IAW FAR 19.704(a))

Standard Form (SF) 294, Subcontracting Report for Individual Contracts, required in accordance with FAR 19.704(a), shall be submitted to the Contracting Officer at the address in the "issued by" block on the front page of this document. A copy of the report shall be submitted to the Office of Small and Disadvantaged Business at the following address:

Defense Information Systems Agency
Office of Small and Disadvantaged Business
701 South Courthouse Road
Arlington, VA 22204-2199

G.5 DISA 252.201-9100 CONTRACT MANAGEMENT (IAW DFARS 201.602-2)

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the contractor. The following individuals will be the Government points of contact during the performance of the contract:

a. Contracting Officer. All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a written modification to the contract executed by the Contracting Officer authorizing such changes.

b. Contracting Officer's Representative (COR): A COR will be designated on authority of the Contracting Officer to monitor and assist in the administration of the contract. Contacts with agencies of the Government and interfacing with other contractors required in the performance of this contract may be accomplished through and with the coordination of the COR. A letter of designation will be issued to the COR, with a copy supplied to the contractor, stating the responsibilities and limitations of the COR.

c. Task Monitors (TM). A TM will be designated on authority of the Contracting Officer to monitor and coordinate all technical aspects and assist in the administration of an individual task order. Contacts with agencies of the Government and interfacing with other contractors required in the performance of this contract may alternately be accomplished through and with the coordination of the TM. A letter of designation will be issued to the TM, with a copy supplied to the contractor, stating the responsibilities and limitations of the TM.