PART I – SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

(a) *Contracting Officer*: The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.

(b) *Contracting Officer's Technical Representative (COTR)*: The Contracting Officer will appoint individuals to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a Contracting Officer's Technical Representative (COTR), with a copy to the Contractor. An individual designated as a COTR is authorized to perform the following functions and those functions in accordance with COTR appointment letter:

(1) Coordinate the technical aspects of this contract and inspect all required services.

(2) Certify, accept and reject invoices deemed improper for payment for the services and/or supplies rendered and allowed under the terms and conditions of this contract. (For rejection of services, see Section E-2 (a), Inspection and Acceptance.)

(3) Designate various individuals to assist in monitoring the performance of the contract. Such persons are not official COTRs, are NOT authorized representatives of the Contracting Officer, and may not perform the duties specified in JAR 2852.201-70(b), which is incorporated in the contract. The COTR responsibility still remains with the COTR designated by the Contracting Officer for that given area.

(c) *Other Federal Agencies*: Under the authority of the Economy Act, the USMS has entered into mutual agreements with other Federal agencies to obtain security services by interagency agreements. These agencies will generally be referred to as an "Ordering Agency." Federal Agencies other than the USMS, have limited contract administration authority. Primarily, these agencies are only authorized to serve as a paying office for the services specifically provided in their areas authorized in Schedule B of this contract.

G-2 CONTRACT ADMINISTRATION

The primary contract administration office (CAO) and the designated Contracting Officer for each circuit ***(TO BE INSERTED AT CONTRACT AWARD)*** are as follows:

Contract Administration Office
Contracting Officer Office of Security Contracts CS-3, 4th Floor U.S. Marshals Service Headquarters 2604 Jefferson Davis Highway Alexandria, VA 22301

G-3 TASK ORDERS

A task order, Option Form 347, is the official ordering document issued by the Contracting Officer that requires the Contractor to provide the services as described in Section C of this contract. All services will be ordered via task order. It provides the Contractor, among other things, a general description of services required, the maximum number of hours being requested, and the place of performance. The Contractor must not perform any services nor exceed the total task order price without prior written notice from the Contracting Officer. Payment will not be made for unauthorized work or costs.

G-4 OVERTIME SERVICES

(a) Overtime hours and/or funds will be authorized by the Contracting Officer via task order. The COTR is delegated authority to request overtime services within the maximum hours and funding level provided on a given task order. The Contractor must not perform overtime services that will exceed the maximum funding level provided by the task order.

(b) Payment will not be made for unauthorized overtime worked or for overtime costs exceeding the maximum funding level.

G-5 INVOICE PAYMENTS

The Government will, on a monthly basis, pay the Contractor upon submission of a proper invoice, the total of the amount due for the services in accordance with this contract.

G-6 INVOICE REQUIREMENTS

(a) *Invoice Procedures*:

The Contractor shall prepare and submit one invoice per month for each District per Circuit to the designated COTR or as specifically instructed in Option Form 347, "Order for Supplies or Services," and/or Standard Form 30, "Amendment of Solicitation/Modification of Contract," whichever is applicable. The invoice shall include an itemized breakdown by facility by CLIN item. The Government will provide a format after award. The Contractor must submit a *proper* invoice in order to receive payment. Invoices to the Contracting Officer shall be sent by the 10th of each month to the following address:

Contracting Officer
United States Marshals Service
Office of Security Contracts, CS-3, 4th Floor
2604 Jefferson Davis Highway
Alexandria, VA 22301

The Contractor's invoice shall include the following information:

(1) The name and address of the business concern;
(2) The invoice date;
(3) Contract number, task order and/or modification number;
(4) The following:
   i. A description and the quantity of supplies or services furnished, as well as the associated contract line item number(s); and
   ii. A description and the quantity of supplies or services, i.e., range costs, wherein a credit is being given to the USMS resulting from the Contractor's usage of a firearm

range agreement established by the USMS and used at no cost to the Contractor. (See Section B-1(2)(a) last paragraph, Section C, SOW, C-17(a) and Section L-2(2)).

(5) Shipping and payment terms;

(6) The name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

(7) The name, title, telephone number and mailing address of the person to be notified in the event of a defective invoice;

(8) Tax payer identification number (TIN) (Usually a social security number if the Contractor is an individual or their employer identification number if a company. Invoices submitted without this number will be considered incomplete and will not be paid.);

(9) The date delivery occurred or the period over which services were provided; and

(10) The Contractor shall include the following statement on each invoice:

CERTIFICATION

I certify to the best of my knowledge and belief that the supplies/services shown on this invoice have been received and are accepted.

_____

Contracting Officer's Technical Representative *Date*

Payment will only be made after the following conditions have been met:

(1) After contract performance/payment of CSO and Government acceptance of services;

(2) After receipt of a proper invoice and the required monthly activity report;

(3) Only for the number of hours actually performed, less any deductions for deficient performance and for reimbursable expense(s) actually paid and considered allocable, allowable, and directly applicable to this contract.

(b) *Invoicing for CSO Travel*:

The Contractor will be reimbursed for transportation, lodging, meals and incidental expenses incurred by the CSO(s) authorized to travel. Reimbursement will only be made to the extent allowed by FAR 31.205-46, the Department of Justice Travel Guide, and Federal Travel Regulations, prescribed by the General Services Administration in effect at the time of travel. Travel costs will not be reimbursed in an amount

greater than the cost of, and time required for coach class, commercially scheduled air or ground travel by the most expeditious route unless coach air or ground travel is not available and the Contractor certifies to this fact in the voucher or other documents retained as part of his contract records to support his claim or post-audit. The invoice shall be accompanied with a CSO Form 010, *Court Security Officer Contract Travel Authorization* and a CSO Form 011, *Court Security Officer Travel Expense Reimbursement* for travel reimbursement. (See Section J for forms.) See Section C-8 (b).

(c) *Invoicing for Overtime*:

(1) All hours billed in excess of a 40-hour work week (Sunday through Saturday) shall be certified by the COTR in order for payment to be made (See terms and conditions set forth in Section C-24, *Overtime and Holiday Performance*.) Where the Contractor incurs overtime without the COTR's approval, the Government will have no liability to pay for those services.

(2) A SF 1035 shall be used for invoicing for overtime. In addition to the invoice requirements stated in paragraph G-4, the voucher for overtime must be annotated with the following information:

(i) The name of the employee who worked; and,
(ii) The number of hours in excess of the employee's normal 40 hour work week.

(d) *Night Differential:*

For those locations that are specified as 24-hour sites, invoicing shall be treated in a similar manner as overtime. This requirement will be identified and priced in those individual task orders by site, based on published CBA rates.

(e) *Invoicing Period*:

Invoices shall be submitted on a monthly basis only and shall be submitted in accordance Section G-6, *Invoice Requirements*, of the contract. Invoices shall also be accompanied by, or preceded by, the Monthly Activity Report required in Section F-3, *Deliverables*.

G-7 PRICE ADJUSTMENT PROCEDURES RESULTING FROM WAGE DETERMINATION INCREASES

(a) Price adjustments resulting from wage determination increases incorporated into this contract will be processed in accordance with Federal Acquisition Regulation (FAR) 52.222-43, Fair Labor Standards Act (FLSA) and Service Contract Act (SCA)-- Price Adjustment (Multiple Year and Option Contracts).

(b) *Applicability*:

(1) The Contractor shall only submit a price adjustment notice for new or revised wage determinations officially incorporated into this contract by the Contracting Officer. The SCA and the FLSA contract price adjustments only apply to the labor categories listed on the Department of Labor's wage determinations that perform the work of the contract. Adjustments are limited to labor costs only. No adjustment will be made for business expenses such as uniform costs, medical exams, weapon qualifications or any other item listed in a wage determination or included in a Collective Bargaining Agreement that is not considered a direct labor cost.

(2) Site Supervisor positions are considered managerial personnel and are not subject to an adjustment as result of either the Department of Labor Wage Determination or Collective Bargaining Agreement.

(c) *Time Requirements*:

The Contractor shall submit the price adjustment notice to the Contracting Officer within 30 days after receiving a new wage determination, unless an extension of this notification has been granted by the Contracting Officer.

(d) *Methodology*:

Price adjustment requests will be based on the total number of hours ordered by the Contracting Officer for a given contract period. Each position equates to a maximum of 1908 hours per contract period.

(e) *Format*:

The Contractor's request shall include the following elements:

(1) Names of the employees for whom the wage determination will effect, including their employment status (full-time or part-time) (Number of hours should not exceed the total number of positions ordered by the Contracting Officer for the applicable contract period.);

(2) the actual wage rate paid each employee for which a price adjustment is sought;

(3) Each employees payroll record;

(4) Documents supporting impact on fringe benefit costs, if applicable;

(5) Documents supporting costs (payroll taxes), if applicable;

(6) A hard copy and an electronic copy of the claim (i.e., spreadsheet).

The Contractor's claim for a price adjustment should be presented in a manner that clearly defines the methodology/formula used to determine the increase amount sought. Using the columns indicated below, the price adjustment must be computed as follows. A detailed sample spreadsheet is provided in Section J, *List of Attachments*.

Position	Contract Rate	Current Wage Rate	Revised Wage Determination Rate	Rate of Increase	Application of Applicable Fringe Benefits and Taxes	Total Projected Hours or Actual Hours Worked.	Total Price Increase (Fully Burdened)
(a)	*(b)*	*(c)*	*(d)*	*(e)*	*(f)*	*(g)*	*(h)*

(f) *Certification*. As required in FAR 52.222-43 paragraph (b), the Contractor warrants the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price labor rates in writing. The Contractor must continue performance until an agreement on or determination of any such adjustment and its effective date has been made. Violation of this requirement can be used as grounds for contract default.

G-8 JAR 2852.201-70 Contracting Officer's Technical Representative (COTR) (JAN 1985)

(a) Mr./Ms. (Name) of (Organization) (Room No.), (Building), (Address), (Area Code & Telephone No.), ***(TO BE APPOINTED AT CONTRACT AWARD)*** is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.