PART I – SCHEDULE

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

(a) Contracting Officer: The CO has the overall and primary responsibility for the administration of this contract. Only the CO 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 CO also has authority to delegate certain responsibilities to an authorized Government representative.

(b) Contracting Officer's Representative (COR): The CO will appoint individuals to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a COR, with a copy to the Contractor. An individual designated as a COR is authorized to perform the following functions and those functions in accordance with COR 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 CORs, are NOT authorized representatives of the CO, and may not perform the duties specified in JAR 2852.201-70(b), which is incorporated in the contract. The COR responsibility still remains with the COR designated by the CO for that given physical location.

G.2 JAR 2852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JAN 1985)

(a) Mr./Ms. (Name) of (Organization) (Room No.), (Building), (Address), (Area Code & Telephone No.), (TO BE APPOINTED AT TIME OF CONTRACT AWARD) is hereby designated to act as COR under this contract.

(b) The COR 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 statement of work;
- evaluating performance; and
- certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR 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 CO is the only authorized individual to make such changes.

G.3 CONTRACT ADMINISTRATION

The primary contract administration office (CAO) and the designated CO for the Circuits are as follows:

Contract Administration Office
Contracting Officer Office of Security Contracts CS-3, 2nd Floor U.S. Marshals Service Headquarters 3601 Pennsy Drive Landover, MD 20785

G.4 TASK ORDERS

A task order, Optional Form (OF) 347, is the official ordering document issued by the CO 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 is not authorized to perform any services nor exceed the total task order ceiling without prior written notice from the CO. Payment will not be made for unauthorized work or costs.

G.5 OVERTIME SERVICES

(a) Overtime hours and/or funds will be authorized by the CO via task order. The COR is delegated authority to request overtime services within the maximum hours and funding level provided on a given task order. The Contractor shall not perform overtime services that will exceed the maximum funding level provided by the task order unless expressly authorized under the terms and conditions of this contract.

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

G.6 PRICE ADJUSTMENT PROCEDURES RESULTING FROM WAGE DETERMINATION INCREASES

(a) Price adjustments resulting from wage determination increases/decreases 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:

- 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: CSO and LCSO.
- Price adjustment requests will be based on the total number of hours ordered by the CO for a given contract period. Each position equates to a maximum of 1910 hours per contract period.
- The Contractor shall submit a pricing adjustment claim to the CO as follows:
  - The Government gives Fair Notice to both the Contractor and the Union of its intent to exercise an option period (FAR 22.1010) through issuing a 60 day notice warns to both parties. This notice warns both parties to conclude CBA negotiations in order to timely submit the CBA for SCA purposes prior to the award date of the option:
    - Untimely: If the CBA is not timely submitted, prior to the option award date, the CBA will not be incorporated into the following contract period

- ↓ Timely: Prior to award date of the option period

- o If timely submitted the CO will submit an e98 to the DOL requesting a wage determination based on the collective bargaining agreement. On receipt of the DOL issued WD the CO will unilaterally modify the contract to include the DOL WD effective the first day of the new contract period.

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- o The Contractor shall notify the CO of any increase claimed, within 30 days after the effective date of the wage change unless the CO extends the 30 day period in writing. Decreases shall also be reported to the CO (FAR 52.222-44(e)):
  - ➢ Untimely: Unless the CO extended the 30 period in writing, If not timely submitted the pricing adjustment claim will not be incorporated into the following contract period,
  - ↓ Timely: Within 30 days after the effective date of the unilateral modification incorporating a new WD or the deadline of a written extension previously granted by the CO.
- o Upon agreement of the parties, the contract unit price labor rates will be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment.

- Revised WDs are effective the first day the new contract period, even though the WD revision may be dated several months prior to incorporation.
- Price adjustments are limited to direct labor hourly rates, fringe benefits and the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance, and shall not otherwise include any amount for other direct costs, general and administrative costs, overhead, or profit (see FAR 52.222-43(e)).
- The Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA) payments are normally not affected by a WD revision.
- Increases in general liability insurance, state gross receipts taxes and bonding costs are also not allowable as part of an SCA adjustment (despite such costs being calculated based on total wages or total revenue).
- A general calculation of a price adjustment is the delta between the new and old hourly rate, times the number of hours allowed plus the H&W increase and the change in taxes to determine the adjustment due. There are other considerations, i.e., adding FUTA, SUTA, and other when applicable. The Contractor shall utilize a Government provided format when calculating and submitting a price adjustment.

		Hourly Wages							
Title	Hours	Actual Rate Paid Prior FY	CBA/WD New FY	Delta/Hr	Total Wage Increase/ Decrease	H&W ($.00/hr	FICA (0.00%)	WCI (0.00%)	Amt Due
CSO	# Hrs	$00.00	$00.00	Difference	Times # Hrs.	Plus	Plus	Plus	Total
LCSO	# Hrs	$00.00	$00.00	Difference	Times # Hrs.	Plus	Plus	Plus	Total

(c) District Supervisor positions are considered managerial personnel and are not subject to an adjustment as result of either the Department of Labor Wage Determination or CBA.

(d) No annual adjustment will be made for business expenses such as start-up costs, soft body armor kits, travel, and other direct costs under FLSA/SCA authority.

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

(f) Upon agreement of the parties, the CO 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.7 INVOICE REQUIREMENTS

(a) Invoice Procedures: The Contractor shall prepare and submit one (1) invoice per CLIN per month for the District to the designated COR or as specifically instructed in Optional Form 347, "Order for Supplies or Services," and/or Standard Form 30, "Amendment of Solicitation/Modification of Contract," whichever is applicable. The Government has provided a sample SF-1034 and SF-1035, *Public Voucher for Purchases and Services Other than Personal*, in Section J, Attachments 3(E) and 3(F). The invoice shall include an itemized breakdown by facility by position type; e.g., CSO, LCSO, District Supervisor on the SF-1035 Continuation Page. The Contractor must submit a proper invoice in order to receive payment. Invoices shall be sent by the 10th of each month.

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) A description and the quantity of supplies or services furnished, as well as the associated contract line item number(s);

(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, will be returned 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 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 (MAR)* (see Section C.24.6, *Court Security Officer Monthly Activity Report* and Section J.3(G);

(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) Shift Differential: Shift Differential will not be invoiced as a separate rate. It shall be included as part of the fully burdened Direct Labor rate in the offeror's proposal. The Government will not reimburse the Contractor for Shift Differential invoices.

(c) Invoicing for Overtime:

(1) All hours billed in excess of a 40-hour work week (Sunday through Saturday), or in accordance with the terms of the Contractor's Collective Bargaining Agreement, shall be authorized by the COR prior to performance and the submission for payment (See terms and conditions set forth in Section C.23, *Overtime and Holiday Performance*.) Where the Contractor incurs overtime without the COR's approval, the Government will have no liability to pay for those services.

(2) In addition to the invoice requirements stated above, 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) Invoicing for CSO Travel: The Contractor will be reimbursed for transportation, lodging, meals and incidental expenses incurred by the LCSO(s) and CSO(s) authorized to travel. Reimbursement will only be made to the extent allowed by FAR 31.205-46, Travel costs, 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. District Supervisors are not authorized reimbursable travel under CLIN #4, CSO Reimbursable Travel.

(e) Soft Body Armor Kit (Kit): The Contractor will be reimbursed for soft body armor kits as proposed under, CLIN #5, CSO Soft Body Armor Kit. The invoice shall include appropriate documentation to identify the CSO issued the Kit, the reason for issuance of the Kit, e.g., new or replacement. If the Kit is a replacement, the serial number and expiration date of the old Kit shall also be included along with the reason for replacement.

(f) SSO Uniform Standard: The Contractor will be reimbursed for the SSO Uniform Standard as proposed under CLIN #6. The invoice shall include appropriate documentation to identify the SSO issued the uniform was authorized to wear the SSO Uniform Standard.

(g) CSO Start-Up Cost: The contractor will be reimbursed for start-up costs as proposed under CLIN #2, Start-up Cost, as follows:

(1) Each element of start-up cost shall be invoiced separately (independently of the other elements) after the supply/service shown on invoice has been received and accepted by the Government for any one of the following elements of start-up:
   i) Uniforms
   ii) Weapon Qualifications
   iii) Medical Examinations

(2) Payment will only be made after receipt of a proper invoice submitted with a copy of the MAR report certifying the invoiced supply or service has been received and accepted in the same month for which the invoice is being submitted.

(h) Invoicing Period: Invoices shall be submitted on a monthly basis only and shall be submitted in accordance with Section G.7(a), *Invoice Payments.*

G.8 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.