SECTION G
CONTRACT ADMINISTRATION DATA

1. **CONTRACTING OFFICER'S REPRESENTATIVE**

The person named below is designated as the Contracting Officer's Representative (COR):

Betsy Ehrlich, Visual Information Specialist, (304) 535-6200

The COR is responsible for: (1) monitoring the contractor's technical progress including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contracting Officer in the resolution of technical problems encountered during performance.

THE CONTRACTING OFFICER IS RESPONSIBLE AND HAS THE SOLE AUTHORITY FOR DIRECTING AND/OR NEGOTIATING ANY CHANGES IN THE TERMS, CONDITIONS, OR AMOUNTS CITED IN THE CONTRACT. INCREASES IN THE SCOPE OF WORK SHALL BE APPROVED BY THE CONTRACTING OFFICER.

For guidance from the COR to the contractor to be valid, it must: (1) be consistent with the description of the work set forth in this contract; (2) not constitute new assignment of work or change the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for any increase in the total contract value.

2. **GENERAL PROCEDURES FOR ORDERING, SELECTION AND ISSUANCE OF TASK ORDERS**

Performance of this contract will be subject to the following ordering and selection procedures, in accordance with FAR 16.505. In the event of conflict between a task order and the contract, the contract shall control.

A. **SELECTION**

The government intends to consider for award all like contractors that received an award under Solicitation Number N1106070012, considering any or all of the following factors:

(1) Comparable strengths of contractors;
(2) Level of creativity and skill;
(3) Style and specialized services;
(4) Availability of personnel;
(5) Past performance on earlier tasks;
(6) Level of quality and timeliness of deliverables;
(7) Continuity and/or continuation of a previous project; and
(8) Price.

B. PROCEDURE FOR REQUESTING AND RECEIVING TECHNICAL AND/OR COST PROPOSALS

After contractor selection occurs, the government may obtain either oral or written proposals from the selected contractor(s). To the extent possible, informal methods and streamlined electronic procedures will be used for obtaining this information. The request will designate (a) the task to be performed; (b) the time for completion or target date; (c) any other requirements specific or unique to the project; and (d) the e-mail address or addresses where responses must be submitted.

The contractor shall electronically submit a technical and/or cost proposal using the latest version of Microsoft Word, within two to 10 working days after receipt of a request for proposal. The proposal shall include the following as appropriate to the task:

(1) Start date and contract schedule;
(2) Key personnel, with resumes (resumes submitted and evaluated initially do not need to be resubmitted);
(3) Person-hours by applicable labor category;
(4) Travel;
(5) Subcontracts and/or consultants, reflecting the person-hours of effort;
(6) Equipment, material costs, postage, and shipping;
(7) Other pertinent information, if any; and
(8) Total firm-fixed-price.

If specific evaluation criteria are not specified in the request for technical and/or cost proposal, the task order will be placed with the contractor providing the lowest price for the work which meets the requirements of the scope of work. However, a price and technical relationship may be specified in the request, which would then take precedence over a low price selection.

C. **TASK ORDER AWARD**

Once a task order is awarded, all unsuccessful contractors will be notified orally or through e-mail of the task order award. Work shall not begin on any task order without the execution by the Contracting Officer of a task order authorizing the work. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and the contract, the contract shall control.

3. **TASK ORDER CONTRACT OMBUDSMAN**

The Task Order Contract Ombudsman is: Heidi Ernst, Chief of Contracting, National Park Service, Washington Contract and Procurement Office, 12795 West Alameda Parkway, P.O. Box 25287, Denver, Colorado 80225-0287.

In accordance with FAR 16.505 (b)(4), the Task Order Contract Ombudsman will review complaints from contractors regarding issuance of task orders for contract awards under Solicitation Number N1106070012 for Museum Interpretive Exhibit Fabrication.

4. **GOVERNMENT-FURNISHED PROPERTY**

The contractor shall be responsible for security and protection of government-furnished property or materials provided in connection with individual task orders (See FAR 52.245-2). Following acceptance of all work by the government, the contractor shall return to the Contracting Officer all government-furnished property (reference material furnished or used).

5. **TRAVEL**

In the event that the performance of a specific task order requires travel, the contractor shall be reimbursed for such travel in accordance with the current official Standard Government Travel Regulations. Only coach class for common carriers shall be reimbursed. While on travel status, the contractor will be compensated for travel time at one-half the negotiated hourly rate contained in Section B. General Services Administration per diem rates can be accessed via the Internet at:

http://www.gsa.gov

Specifically, travel to the Harpers Ferry Center, Harpers Ferry, West Virginia, or to a park site may be required.

6. **ADDITIONAL WORK**

Any additional work not detailed in the task order shall be approved, in writing, by the Contracting Officer.

7. **LOSS OR DAMAGE**

The contractor shall be liable for any loss or damage to any government property caused by negligence, theft, or willful misconduct of the contractor, his agents, servants, and employees, and shall indemnify and save the government harmless against all actions, proceedings, claims, demands, costs, damages, and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or resulting from the performance of this contract. The contractor shall submit a full written report to the Contracting Officer within 24 hours following the occurrence of such damage, loss, or injury.

If due to fault, neglect, dishonesty of the contractor, his agency or employees, loss or damage to government property is incurred during the performance of this contract, the contractor shall be responsible for same. The government, at its option, may in lieu of repayment, require the contractor to replace at his own expense, all such property as directed by the Contracting Officer. Until the equipment is repaired or replaced, the contractor shall furnish similar, adequate replacement property and/or equipment at no charge to the government, within two working days of the date the equipment has been lost, stolen, or damaged.

8. **RIGHT TO PROCURE FROM OTHER SOURCES**

The government, under the terms of this IDIQ contract, retains the right to procure similar services from other sources during the period of this contract and any option thereto. Additionally, the government reserves the right to secure competitive bids, or pricing from other sources for work proposed under this contract.

9. **OVERTIME**

The contractor **shall not** perform overtime work under or in connection with task orders issued under this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

10. **AUTHORIZED USERS**

In addition to the National Park Service, all elements of the U.S. Department of the Interior may place task orders on a direct basis with the contractor. In order for another element of the U.S. Department of the Interior to use this contract, authorization, including a task order number, must be obtained from the Harpers Ferry Center Contracting Officer.

11. **KEY PERSONNEL**

The individual(s) named below are considered "key personnel" for the performance of all requirements under this contract. The list of key personnel may not be amended during the course of the contract without the written approval of the Contracting Officer. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer and shall submit a justification (including proposed substitutions) in sufficient detail to permit evaluation of the effect on the program.

Irene Kirilloff 301-662-0753
301-524-6329

Katya Kirilloff 323-632-6626

204 East Church Street
Frederick, Maryland 21701

12. **RIGHTS IN DATA - SPECIAL WORKS**
(FAR 52.227-17) (JUN 1987)

A. **DEFINITIONS**

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited Rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

B. **ALLOCATION OF RIGHTS**

(1) The Government shall have--

(a) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(b) The right to limit exercise of claim to copyright in data first

produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(c) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

C. **COPYRIGHT**

(1) Data first produced in the performance of this contract.

(a) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(b) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract.

The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

D. **RELEASE AND RESTRICTIONS**

Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

E. **INDEMNITY**

The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contain in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

12. **PROMPT PAYMENT ACT**

A. The Prompt Payment Act, Public Law 97-117 (96 Stat. 85, 31 USC 1801), amended by Public Law 100-496, is applicable to payments under this contract and is hereby incorporated by reference. The full text, FAR 52.232-25 (OCT 2003), is available upon request.

NOTE: Paragraph a(5)(i) of the Prompt Payment Clause which states constructive

acceptance will occur on the 7th day is hereby changed to read as follows:

"For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance is deemed to occur constructively on the 30th day after the contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities."

B. Determination of interest due will be made in accordance with the provisions therein.

13. **PAYMENT DUE DATE**

Payments under this contract will be due on the 30th calendar day after the latter of:

A. The date of actual receipt of a proper invoice in the office designated to receive the invoice **NOTE**: **THE GOVERNMENT WILL NOT TAKE RESPONSIBILITY FOR INVOICES MAILED OR HAND-CARRIED TO ANY OTHER ADDRESS**; or,

B. The date the supplies or services are accepted by the government.

Payment shall be considered to have been made on the specified payment date of the electronic fund transfer.

The National Park Service has entered into an agreement with the Treasury to make electronically paid remittance information available via the internet to vendors through a system called Payment Advice Internet Delivery(PAID). PAID is available at NO cost.

You can register on-line at http://fms.treas.gov/paid. Three payment delivery options are available: (1) web access only; (2) web access and e-mail notification when you receive a payment; and (3) web access and e-mail delivery of remittance information. Once registered, vendors can access their remittance information by keying in a unique User ID and Password and querying the database. Banking information is not a part of PAID. Data should be available within 24 hours of the date of payment. It is retained for two months from the date of payment.

14. **PAYMENT PROVISION FOR TASK ORDERS AWARDED UNDER THIS CONTRACT**

Upon deliver and acceptance of individual projects completed as part of this contract, the government will pay to the contractor the negotiated fixed-price for each task order. Each fixed-price shall be negotiated between the parties and a task order issued prior to commencement of work by the contractor. Payment will be made in the form of a lump sum of each completed task order upon acceptance of the work and submission of the proper invoice. Partial payments may be authorized based upon a completion, delivery and payment schedule stated in the task order.

15. **PAYMENT PROVISIONS FOR TASK ORDERS AWARDED UNDER THIS CONTRACT**

Upon delivery and acceptance of individual projects completed as part of this contract, the government will pay to the contractor the negotiated firm-fixed-price for each task order. Each firm-fixed-price shall be negotiated between the parties and a task order issued prior to commencement of work by the contractor. Payment will be made in the form of a lump sum for each completed task order upon acceptance of the work and submission of a proper invoice. Partial payments may be authorized based upon a completion, delivery and payment schedule stated in the task order.

16. **SUBMISSION OF INVOICES**

Invoices shall be submitted in an original to the government office designated in this contract or the task order to receive invoices. To constitute a proper invoice, the invoice must include the following information:

A. Name and address of the contractor;
B. Taxpayer Identification Number (TIN);
C. Invoice date;
D. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number);
E. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
F. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on government bills of lading;
G. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
H. Name (where practicable), title, phone number, and mailing address of person to be

notified in event of a defective invoice;

I. Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

17. CONTRACT ADMINISTRATION

A. The National Park Service Contract Specialist is David Ely, whose address is: National Park Service, Harpers Ferry Center, Office of Acquisition Management, P.O. Box 50, 230 Zachary Taylor Street, Harpers Ferry, West Virginia 25425-0050.

The contractor shall use the Contracting Officer as a point of contact on all business and administrative matters concerning this contract. ***All correspondence, other than that of a technical nature, shall be addressed to the Contracting Officer, with information copies of the basic correspondence to the COR.***

B. The National Park Service, COR address is: National Park Service, Harpers Ferry Center, Attention: Betsy Ehrlich, P.O. Box 50, Harpers Ferry, West Virginia 25425-0050.

The contractor shall use the COR as the point of contact for all technical matters under the contract. ***Technical correspondence shall be addressed to the NPS COR, with an information copy of the basic correspondence to the Contracting Officer.***

18. FACILITY SECURITY POLICY

Contractors attending meetings or accomplishing work within the buildings of the Interpretive Design Center, Harpers Ferry Center, during normal business hours shall register their arrival and departure times in the Visitor's Log at the main reception area in the lobby. Visitors are required to sign out when leaving the premises.

19. REPORTS

The contractor shall prepare a status report every six months which shall contain a listing of all task orders and a summary of the work accomplished during the reporting period. Reports shall be in sufficient detail to disclose all work started and results achieved during the reporting period, an indication of any current problems that may impede performance, the proposed corrective action, and the completion date. Each status report shall be submitted to the COR with a copy to the Contracting Officer. Reports shall be submitted

electronically. Text shall be in the latest version of Microsoft Word. Tables shall be in Excel Spreadsheet format. Alternate formats may be used if approved, in writing, by the Contracting Officer.

20. ADVANCE UNDERSTANDING

Proposals and/or cost estimates prepared and submitted in response to any request under this contract shall be at no cost to the government.

21. WARRANTY

The contractor shall guarantee the workmanship against defects in work and material that might appear under extremely high visitor use and variable weather and climate conditions for a minimum of one year. The warranty period shall commence with final acceptance of work. This shall include all labor and parts at no additional cost to the government.

If during this warranty period, defective workmanship, materials, or equipment are identified by the government, the contractor will be notified, in writing, as to liability and responsibility for corrective action at no cost to the government. Action may include but is not limited to:

A. Placing all work into satisfactory condition;

B. Making good all damages to equipment, the site, the building, or contents thereof, that have resulted from such unsatisfactory work; and

C. Making good any work, materials, or equipment that are disturbed in fulfilling the guarantee including any work, materials, or equipment that may have been guaranteed under another contract.

Should the contractor fail to proceed with work in accordance with the guarantee within seven calendar days from the notice of corrective action(s), the government will have such work performed at the expense of the contractor.

In no event will the government be responsible for any extension or delays in the scheduled deliverables or periods of performance under this contract as a result of the contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

If the government returns any work to the contractor for correction or replacement

under this contract, the contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in the contract (irrespective of the F.O.B. point or the point of acceptance) to the contractor's plant and return to the place of delivery specified in the contract. The contractor shall also bear the responsibility for the work while in transit.

The contractor shall be liable for the reasonable costs, including travel of personnel, and disassembly and reassembly of larger items when it is necessary to remove the work to be inspected and returned for correction or replacement.