SECTION G
CONTRACT ADMINISTRATION DATA

1. **AUTHORITIES AND DELEGATIONS**
(DIAR 1452.201-70) (SEP 2011)

A. The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

B. The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

C. The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed; and
(5) Obligate in any way, the payment of money by the Government.

D. The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority.

E. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within three days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in Paragraph C prior to receipt of the Contracting Officer's response issued under Paragraph E of this clause.

F. The Contracting Officer shall respond in writing within 30 days to any notice made under Paragraph D of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

G. The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

H. Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

2. **CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (SEP 2010)**

A. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

B. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

C. We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

D. When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at http://www.cpars.gov. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at http://www.cpars.gov. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government.

If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

E. The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

F. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

G. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

3. 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 P14PS01500, 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

To the extent possible, informal methods and streamlined electronic procedures will be used for obtaining proposals. 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 Excel, within two to 10 working days after receipt of a request for proposal. The proposal shall include a completed Pricing Sheet to 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 is not specified in the request for technical and/or cost proposal, the task order will be placed with the contractor providing the lowest priced technically acceptable offer for the work which meets the requirements of the Scope of Work. However, a price and technical relationship may be specified in the request.

C. **TASK ORDER AWARD**

Once a task order is awarded, all unsuccessful contractors will be notified 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.

4. **TASK ORDER CONTRACT OMBUDSMAN**

The Task Order Contract Ombudsman is: 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)(6), the Task Order Contract Ombudsman will review complaints from contractors regarding issuance of task orders for contract awards under Solicitation Number P14PS01500 for Visitor Information Sign System (VIS) and Wayside Exhibit Bases and Hardware.

5. **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 52.245-1). 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).

6. **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/portal/category/21287

Specifically, travel to the Harpers Ferry Center, Harpers Ferry, West Virginia, or to a Park site may be required and will be identified in individual task orders.

7. **ADDITIONAL WORK**

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

8. **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.

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

The government, under the terms of this indefinite delivery indefinite quantity 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.

10. **AUTHORIZED USERS**

In addition to the National Park Service, all elements of the government may place task orders. (Refer to page G-4, Paragraph 3.) In order for another element of the government 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.

- **Project Manager**
- **Senior Planner**
- **Designer**
- **Illustrator**
- **Cartographer**
- **Researcher**

12. **RIGHTS IN DATA - SPECIAL WORKS**
(FAR 52.227-17) (DEC 2007)

A. **Definitions.** As used in this clause—

"Data" means recorded information, regardless of form or the media 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" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

B. **Allocation of Rights.**

(1) The Government shall have—

(i) 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.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) 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 paragraph (c)(1) of this clause, the right to assert 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.

(i) The Contractor shall not assert or authorize others to assert 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 copyright is asserted, 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 the 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 delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) 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 paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the 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 that 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 paragraph (c)(1) of this clause.

D. **Release and use restrictions.** Except as otherwise specifically provided for in this contract, the Contractor shall not use, 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 contained 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 of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

13. **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 (JUL 2013), is available upon request.

NOTE: Paragraph a(6)(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.

14. 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.

The date of the check or the date of an electronic funds transfer shall be considered the date payment is made.

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 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 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 electronically 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. **ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP)**
(SEPTEMBER 2011)

Payment requests shall be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the contractor. To constitute a proper invoice, the payment request shall comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause FAR 52.212-4, Contract Terms and Conditions - - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

_____

_____

_____

The contract shall use the IPP website to register, access and use IPP for submitting requests for payment. The contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within three to five business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at ippgroup@os.frb.org or via telephone at (866) 973-3131.

If the contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the contractor shall submit a waiver in writing to the Contractor Officer with its proposal or quotation.

18. **CONTRACT ADMINISTRATION**

A. The National Park Service, Contract Specialist address is: National Park Service, Harpers Ferry Center, Office of Acquisition Management, P.O. Box 50, 67 Mather Place, 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: COR, 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.***

19. FACILITY SECURITY POLICY

Contractors attending meetings or accomplishing work within the buildings or real property of the National Park Service shall adhere to the security policy of each office. It shall be the responsibility of the contractor to contact the office before work begins for a briefing on security policies.

20. 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 of this basic contract with a copy to the Contracting Officer. Reports shall be submitted in CD format. 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.

21. 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.

22. 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 10 years. 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.