

**APPENDIX J – AMENDMENT #1
ADMINISTRATIVE CONSIDERATIONS**

Administrative Considerations:

1. Correspondence:

To promote timely and effective administration, correspondence shall be subject to the following procedures:

- a) Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Representative (COR) with an information copy to the Contracting Officer (CO) and the Contract Administrator (CA).
- b) All other correspondence, including invoices, (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this PWS shall be addressed to the Contracting Officer with an information copy to the COR.

2. Points of Contact:

a. Contracting Officer

All contract questions and concerns will be directed to the Government Contracting Officer. A Contracting Officer of the Acquisition Services Directorate is the only individual with the authority to financially obligate the government and to make changes to original terms and conditions of this contract .

The contractor is responsible for notifying the contracting officer of any potential issues or concerns – technical, scope or financial, concerning this contract.

The Contracting Officer (CO) for this effort is as follows:

Acquisition Services Directorate
National Business Center
Department of the Interior
381 Elden Street, Suite 4000
Herndon, Virginia 20170
Attn: Mary Carver
Tel: 703-964-3683
Email: Mary_Carver@nbc.gov

b. Contract Administration

The Contract Administrator (CA) for this effort is as follows:

Acquisition Services Directorate
National Business Center
Department of the Interior
381 Elden Street, Suite 4000

Herndon, Virginia 20170
Attn: *Nancy Shah*
Tel: 703-964-3649
Email: *Nancy_Shah@nbc.gov*

c. Contracting Officer's Authority

A Contracting Officer of Acquisition Services Directorate is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

**d. Contracting Officer's Representative (COR)
(COR Name and contact information to be provided only after Award of this Requirement).**

- a) The COR is the individual within the Program Management function who has overall technical responsibility for this effort.
- b) The COR supports the CO/CA during administration of this effort by:
 - 1) Making final decisions regarding any recommended rejection of deliverables;
 - 2) Providing technical clarification relative to overall workload matters;
 - 3) Providing advice and guidance to the Contractor in the preparation of deliverables and services;
 - 4) Providing acceptance of deliverable products to assure compliance with requirements.
 - 5) Review invoices for accuracy and completeness, and make recommendation for payment or non-payment.
- c) The COR provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work, fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general statement of work for this effort.
- d) In addition to providing technical direction, the COR will:
 - 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO and CA, any changes in the requirement;
 - 2) Assist the Contractor in the resolution of technical problems encountered during performance; and
 - 3) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within this PWS.

- e) The COR does NOT have the authority to and may NOT issue any technical direction which:
 - 1) Constitutes an assignment of work outside the general scope of this effort;
 - 2) Constitutes a change as defined in the “Changes” clause;
 - 3) In any way causes an increase or decrease in price or the time required for performance;
 - 4) Changes any of the terms, conditions, or other requirements of this effort; and
 - 5) Suspends or terminates any portion of this effort.
 - 6) The COR does not have the authority to commit government funds.

e. Contractor Responsibility:

If in the opinion of the Contractor, any instruction or direction issued by the COR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after receipt of any instruction or direction, with an informational copy to the CA.

3. Data use, disclosure of information and handling of sensitive information.

Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of sensitive information. Contractor shall provide information only to employees, contractors, and sub-contractors having a need to know such information in the performance of their duties for this project.

- a. Anything made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer (CO).
- b. If public information is provided to the contractor for use in performance or administration of this effort, the contractor, except with the written permission of the CO, may not use such information for any other purpose. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration, the contractor shall consult with the Contracting Officer Representative (COR) regarding use of that information for other purposes.
- c. Contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.
- d. Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.
- e. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the CO. Contractor shall not use, disclose, or reproduce proprietary

- data that bears a restrictive legend, other than as required in the performance of this effort.
- f. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.
 - g. Under the provisions of the Rights in Data General Clause (52.227-14), all data received, processed, evaluated, loaded, and/or created as a result of this contract order shall remain the sole property of the Government. The Government reserves all rights, including copyrights, distribution rights, and other rights for all documents, data or software developed in the performance of this Task:.
 - h. Contractor shall meet all Information Assurance requirements in accordance with the most current DoD 8500 series of instructions.
 - i. Contractor shall provide personnel appropriately certified to support the Information Assurance functions they perform, in accordance with DODI 8570.01.
 - j. Contractor shall meet all Information Assurance requirements as defined in the DISA Secure Technical Implementation Guidance (STIGs) except as authorized in writing by the Designated Accrediting Authority (DAA).

4. Computer Access Tokens

4.1. All personnel requiring access to application source code, system services, direct OS or file system (APEX programmers, Database Administrators, System Log reviewers ...) and anyone requiring direct access to host equipment or perform a security role will be required to have a DoD issued Common Access Card (CAC).

4.2. All other personnel requiring access to MCFPE based applications (TAR, iCMS, I&R Portal...) will be required to have a valid External Certification Authority (ECA) certificate.

4.2.1. External Certification Authority (ECA) program.

The DoD has established the ECA program to support the issuance of DoD-approved certificates to industry partners and other external entities and organizations. The ECA program is designed to provide the means for these parties to securely communicate with the DoD and authenticate to DoD Information Systems. All MC&FP provided tools, assignment tracking and maintenance applications require a DoD approved certificate for each person that will access these resources.

4.2.2. It is contractor's responsibility to purchase all ECA certificates for their staff, Sub contractors and consultants.

4.2.3. It is the contractor's responsibility to install and maintain the certificates on the hosts, computers and laptops used by their staff, Sub-contractors and consultants.

4.2.4. It is the contractor's responsibility to provide technical support for their staff, Sub-contractors and consultants in support of ECA issues.

4.2.5. For more information on the ECA program and where they can be purchased please refer to <http://iase.disa.mil/pki/eca/>.

5. Kickoff Meeting:

Estimated within (10) ten working days of award, the Contractor shall conduct the Kickoff meeting for the Government on-site. The Government does not want an

elaborate orientation briefing nor does it expect the Contractor to expend significant resources in preparation for this briefing. The intent of the briefing is to initiate the communication process between the Government and Contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements and objectives.

The Kickoff Meeting will be held at the Government's facility or another designated location and the date and time will be mutually agreed upon by both parties.

The completion of this meeting will result in the following:

- a) Introduction of both Contractor and Government personnel performing work under this Task Order.
- b) The Contractor will demonstrate confirmation of their understanding of the work to be accomplished under this PWS.

6. Government Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Or any other kind of administrative leave such as acts of God (i.e., hurricanes, snow storms, tornadoes, etc.) Presidential funerals or any other unexpected government closures.

7. Hours of Work

SECO Career Call Center Monday – Friday, 7am - 10pm EST and Saturday, 10am - 5pm EST. The COR and Contractor must mutually agree upon all deviations to this schedule not mentioned herein. Work conducted outside these hours will have to be conducted at the contractor's site or may be negotiated by the Project Task: Leader with the Contracting Officer Representative. As prescribed in the PWS.

8. Payment for Unauthorized Work

No payments will be made for any unauthorized supplies and/or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

9. Contractor Personnel

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the Performance Work Statement.

9.1 Personnel assigned to or utilized by the contractor in the performance of this contract shall be United States citizens. Personnel who require access to the MC&FPD Database and its applications must be determined trustworthy as a result of a favorable completion of a National Agency Check (NAC).

9.2 Contractor Employees

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees by wearing a Security Identification Badges at all times while on Government premises. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are government employees.

10. Key Personnel requirements

Key Personnel Definition

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes were submitted and marked by the vendor as "Key Personnel". No substitutions shall be made of accepted personnel except for sudden illness or death, or termination of employment. Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below.

Key Personnel Designation

The Project Manager shall be the Contractor's authorized point of contact with the Government CO and the COTR. The Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

Key Personnel Substitution

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COTR and the Contracting Officer at least twenty-five (25) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An

interview may also be requested. The COTR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

11. Personnel Performance/Replacement

- a. The contractor shall provide a resume for each individual assigned to work on this effort.
- b. Personnel assigned to this contract will not be removed without written notification.
- c. The Government reserves the right to judge the technical skill and competence of the individual and to require the individual's replacement if the individual's qualifications or performance are judged deficient at any time with written notification.
- d. The Government reserves the right to judge the qualifications and acceptability of any individual proposed by the contractor for any position, and may require the contractor to replace an individual whose qualifications and suitability are judged deficient with written notification.
- e. The Government requires from the contractor to identify personnel for the total period of the project. The execution of project tasks will be subject to the precise assignment of specific individuals identified as personnel. The contractor must ensure the continued assignment of personnel from project start to project finish. In the event an individual become incapacitated or leaves the company, it is the responsibility of the contractor to have qualified and/or cleared (if required) individuals on staff to accomplish the task with a minimal learning curve.
- f. For temporary and/or permanent replacement personnel, the contractor shall provide a resume for each individual prior to that individual's reporting for work on this effort.

12. ODCs/Travel

The vendor shall also provide a listing of all anticipated other direct costs (ODC's), travel costs and G&A rates on travel. Note G&A may only be applied to travel and shall not be applied to ODC's. The G&A will be set and fixed at the rate proposed at time of award. This G&A will not be subject to change. The Contractor will be reimbursed for travel to provide support at a Government site and approved by the COR under this effort. All travel shall be approved, by the COR in writing, prior to commencement of travel. The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal *Joint* Travel Regulations currently in effective on date of travel. [Reference FAR 31.205-46 Travel Costs]. The not-to-exceed ceiling for travel and ODCs are provided in attachment #11 - CLIN Structure.

13. Invoicing

a. Invoice Submission

The vendor must submit an invoice for payment no later than 30 calendar days after the end of the month of performance of services for each month services are performed. The vendor must notify the contracting officer in writing if the invoice will not be submitted within the specified time frame. Invoices MUST be submitted ELECTRONICALLY. HARD COPIES OF INVOICES WILL NOT BE PROCESSED.

b. Invoice Payment

Payments under this order will be due 30 calendar days after the date of actual receipt of proper invoice in the office designated to receive the original invoice or final acceptance of the goods or services, whichever is later. Invoices will be paid upon approval and acceptance by the Government COR.

The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the day payment is made.

c. Final Invoice

Within **(60) sixty calendar days** of product acceptance and/or completion of services:

- a) The contractor shall submit a final invoice, designated as such by a clear statement of "FINAL INVOICE" on the face of the invoice document.
- b) The contractor shall provide a certificate of completion which certifies all goods and service have been provided as required by this task order.
- c) The contractor shall provide a release of claims against the government for any further payment under this task order.

The sixty calendar day submission timeframe shall not be extended without written authorization from the contracting officer. In the event items a, b, or c above are not submitted within the authorized timeframe, the contracting officer will make final price determinations in order to make final payment and close out the contract unilaterally.

14. Post Award Evaluation of Contractor Performance

Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COR, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.