

ORDERING GUIDE

Army Environmental Command

Natural Resource Services

(AEC-NRS)

Multiple Award

Indefinite Delivery/Indefinite Quantity

Administered by:

Army Contracting Command
Mission and Installation Contracting Command (MICC)
MICC – Fort Sam Houston
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CHAPTER 1 GENERAL INFORMATION

A. **Overview:** The objective of US Army Environmental Command, Natural Resource Services (AEC-NRS) Enterprise Solution is to provide an acquisition alternative for acquiring performance based Natural Resource Services to enhance the traditional acquisition approaches and promote cost/performance efficiencies and considerations for environmental requirements throughout the Installation Management Command (IMCOM). The Indefinite Delivery, Indefinite Quantity (IDIQ) performance work statement provides broad task areas that define technical assistance that may be required by (IMCOM) Regional Offices, IMCOM installations, AEC and other organizations (to include the US Army Corps of Engineers). Specific requirements and standards of performance must be specified in each task order.

B. **Purpose:** The AEC-NRS Ordering Guide contains the information needed to award a task order responsive to the Ordering Offices' requirements. The Ordering Guide also describes the steps for preparing a requirements package, the roles and responsibilities for managing the AEC-NRS Task Orders, plus guidance, oversight and review, and approval procedures.

C. **Applicability:** The AEC-NRS Ordering Guide is applicable to all organizations delegated authority to award and administer task orders against the AEC-NRS contracts. (Refer to Paragraph I, [Authority to Place Task Orders](#) for delegation authority.)

D. **Scope:** AEC-NRS provides qualified personnel, materials, facilities, travel and other services required to deliver natural resource technical assistance for the Army on natural resource requirements in three (3) broad categories:

- Category 1: Survey, Inventory, and Evaluation of Historic Properties and Natural Resources
- Category 2: Treatment of Adverse Effects to Historic Properties and Natural Resources
- Category 3: Design and Execution of Natural Resources Management Activities

E. **Ordering Period:** Performance under task orders or associated options may extend beyond the ordering periods below. However, a task order **may not** have a period of performance that extends beyond 10 years from the date of award of the basic contract (September 27, 2020). The AEC-NRS provides for a two-year base ordering period, a two-year optional ordering period, and a one-year optional ordering period.

Base Ordering Period: September 27, 2010 through January 31, 2012

1st Two Year Optional Ordering Period: February 1, 2012 through January 31, 2014

2nd One Year Optional Ordering Period: February 1, 2014 through January 31, 2015

F. **Program Ceiling:** The AEC-NRS program has a collective ceiling of \$80 million that will be measured against all task orders awarded over the entire base plus each exercised optional ordering period.

G. **Suites:** AEC-NRS was solicited and awarded as a result of one solicitation with two suites: an Eastern US suite set-aside 100% for small business and a Western US suite set-aside 100% for small business. After awards, all awardees will be able to compete on all task orders in either suite.

H. Competition:

(1) In accordance with FAR 16.505(b) the Task Order Contracting Officer (TOCO) will give all awardees a “fair opportunity” to be considered for each order, unless one of the conditions set forth therein applies. In accordance with FAR 16.505(b), when an exception to the fair opportunity exists, the task order may be processed as sole source procurement, including documentation of the exception to fair opportunity.

(2) The TOCO shall follow the policies and procedures in the Federal Acquisition Regulation (FAR) 16.505(b), Orders under Multiple Award Contracts, the Natural Resources Ordering Guide and local guidance to the extent that it does not conflict with the terms and conditions of the master IDIQ contract.

(3) Most task orders will be solicited, negotiated, and awarded as bilateral orders. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the Government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be supported by a Determination & Findings IAW Table 5 of AI 00-02 (or the latest version of this MICC policy). If approved (by the HCA) and executed, the undefinitized task order must be negotiated as quickly as possible. Additionally, in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 217.7404, each undefinitized contract action must utilize a “not to exceed” ceiling amount.

(4) Services that are currently performed under an 8(a) set-aside, HUBZone set-aside or a Service Disabled-Veteran Owned set-aside may not be obtained under AEC-NRS contracts unless the Small Business Administration (SBA) has released the requirement from the Program and dissolved the specific set aside.

I. Authority to Place Task Orders: All contracting organizations under the command of the MICC are herewith delegated authority to award and administer task orders under this contract. Delegated Task Order Contracting Officers (TOCO) must request and obtain confirmed ceiling allotment from the AEC-NRS Contracting Officer at MCO – Fort Sam Houston prior to commencing procurement under this IDIQ. Request for delegations must be approved by the AEC-NRS Contracting Officer prior to issuance of orders. Requests for delegation shall include:

(1) Requesting Organization: List name of organization, location, points of contact, phone and email address

(2) Scope of task order: Provide a brief description of the services that are required

(3) Period of performance of task orders

(4) Unique requirements (if any)

(5) Statement of Agreement: All Contracting Officers seeking to place orders against the AEC-NRS agree to comply with the terms and conditions of the AEC-NRS contracts and this Ordering Guide.

Questions regarding organizations authorized to place orders against these contracts should be directed to the Contracting Officer at the Mission Contracting Center-Fort Sam Houston, telephone: (210) 466-2130 or (210) 466-2129, DSN prefix 450.

J. Fee for Use: There is no fee for the use of the contract by any activity delegated authority to solicit, award and administer task orders under this contract. This does not prohibit the

negotiation of service fees by ordering offices as reimbursement for their services when this contract is used as a means of satisfying their client's requirements.

K. **Prime Contractors**: The AEC-NRS prime Contractors are as follows:

Western US Suite

- ✓ AGEISS Inc.
- ✓ North State Resources, Inc.
- ✓ SES Inc.
- ✓ Sevenecoten, LLC
- ✓ Vernadero Group, Inc.
- ✓ Zia Engineering & Env. Consultants

Eastern US Suite

- ✓ Archer, Inc.
- ✓ Dial Cordy & Associates, Inc.
- ✓ EEE Consulting Incorporated
- ✓ Straughan Environmental Services Inc.
- ✓ TriEco TT Sustainable Resources JV
- ✓ Tidewater Environmental Services, Inc.

All Contractors are technically qualified and have satisfied the full competitive and past performance requirements of the basic AEC-NRS award process. Additionally, at the time of award of the master contract, the AEC-NRS prime Contractors listed under the both suites were classified as small business concerns.

In the event that your office has been delegated authority to issue Task Orders, the following contact information applies to AEC-NRS prime contractors:

Western Suite:

- AGEISS Inc., 0MSL1, Janet Zanetell, 1202 Bergen Parkway STE 310, Evergreen CO 80439-4315; E-mail: donnal@ageiss.com
- North State Resources, Inc., 0M5K2, Time Reilly, 5000 Bechelli Ln STE 203, Redding CA 96002-3553; E-mail: kuh@nsrnet.com
- SES Inc., 3A4U7, Patrick Splichal, 6750 Antioch Rd STE 305, Shawnee Mission, KS 66204-1299; E-mail: fbryant@ses-corp.com
- Sevenecoten, LLC., 4TFM7, Taylor Houston, 100 Commons Road Suite 7 #323, Dripping Springs, TX 78620-3966; E-mail: 7eco10@gmail.com
- Vernadero Group, Inc., 3FXL8, Cris Howard, 4820 S. Mill Ave STE 202, Tempe, AZ 85282-7734; E-mail: choward@vernadero.com
- Zia Engineering & Environmental Consultants, 1XBC8, Edward H. Martinez, 755 S. Telshor Blvd STE, Las Cruces, NM 88011-4688; E-mail: ehmartinez@ziaeec.com

Eastern Suite:

- Archer Inc (1DPC6), Craig J. Schwartz, cschwartz@archerinc.com
- Dial Cordy & Associates, Inc (09VW2), Lee Swain, lswain@dialcordy.com
- EEE Consulting Incorporated (1JSK1), Ian Frost, ifrost@eee-consulting.com
- Straughan Environmental Services Inc (1UAL2), Eileen Straughan, estraughan@straughanenvironmental.com
- TriEco TT Sustainable Resources JV (5QKY4), Renee Valentino, renee.valentino@tetrattech.com
- Tidewater Environmental Services, Inc. (320X5), Ross Nelson, ross@tidewaterenvironmental.com

CHAPTER 2 ROLES AND RESPONSIBILITIES

A. **Contracting Officer (KO)**: The Contracting Officer, located at MICC MCO – Fort Sam Houston, is responsible for the administration of the AEC-NRS master contracts and the following:

- Serving as point of contact for AEC-NRS customers;
- Providing information regarding the services available under the contracts;
- Providing the administrative procedures for placing orders, contract administration and issuing contract modifications to the master contracts;
- Establishing and maintaining central contract files and databases, as appropriate;
- Reviewing and approving requests for Delegation of Contract Authority;
- Providing advice and guidance to Ordering Offices as appropriate; and
- Tracking and reporting contract level metrics.

B. **Task Order Ombudsman**: The ombudsman is a senior agency official at the MICC who is independent of the Contracting Officer. The Ombudsman is delegated authority to:

- Review concerns and complaints from Contractors;
- Ensure Contractors are afforded a fair opportunity to be considered;
- Render responses to concerns and complaints from Contractors; and
- Require the Task Order Contracting Officer to take corrective action, which may result in re-competition of the task order, if fair opportunity was not provided to all Contractors. If the Contracting Officer does not agree with the Ombudsman, the matter will be decided by the MICC PARC.

C. **Task Order Contracting Officers**: The Task Order Contracting Officer (once delegated) is responsible for the following:

- Serving as the local contracting focal point for coordination and awarding task orders for their clients;
- Ensuring the task order requirements are within the AEC-NRS contract scope;
- Ensuring that the Contractor Manpower Reporting requirement is a part of the service acquisition requirements package and that the requirement is included in the PWS of the resultant task order;
- Ensuring that the requirement to monitor the Contractor's reporting of the required information obtained for the Contractor Manpower Reporting is included in the Contracting Officer's Representative appointment letter;
- Complying with the fair opportunity for consideration requirement and competing all task orders among both the Eastern US and Western US suite AEC-NRS Contractors;
- Ensuring that Performance Assessment Plans and appropriate metrics are provided with each order request;
- Coordinating task order requests with the PARC or MICC points of contacts as required, and obtaining approvals prior to execution;
- Initiating and preparing a Contract Performance Assessment Report (CPAR), as required; and
- Submitting an annual report to the MICC IDIQ KO regarding Contractor performance and ceiling usage (IMCOM)

D. **Task Order Contracting Officer's Representative (COR)**: The Task Order Contracting Officer may delegate authority to a Contracting Officer's Representative. This authority is typically to:

- Define requirements;
- Accomplish day-to-day surveillance of Contractor performance;
- Prepare task order performance reports (to include award fee assessments);
- Ensure reporting under the Contractor Manpower Reports Application is loaded on the prescribed web sites in accordance with the terms of the basic contract and task order;
- Authorize travel;
- Review invoices in comparison to actual performance accomplished; and
- Interface/oversee other Task Monitors.
- Submit CPAR input annually.

The Task Order Contracting Officer should consider the nomination submitted by the requiring activity that identifies a Government employee who is technically qualified and trained to become COR. The COR nomination letter should outline the authority sought from the Contracting Officer and should indicate the time that will be allocated to perform COR duties. Task Order COR delegations should require CORs to ensure that the Contractor's performance is properly documented and that required reports are provided to the contracting activity for contract administration, monitoring purposes, and the official contract file.

E: **Prime Contractors**: The prime Contractors are responsible for the following:

- Submitting Quarterly Reports to MICC that cover task orders and contract status as specified in Section G of the master contracts;
- Ensuring that performance and deliverables meet the requirements set forth in the master contracts and individual task orders. Performing work and providing the services in accordance with the terms and conditions of the task order and prescribed levels of quality control;
- Segregating cost data by task order and within each task order pursuant to the terms of the task order;
- Submitting a proposal in accordance with the request from the Ordering Office; and
- Collecting and reporting data for the Contractor Manpower Reporting.

CHAPTER 3 THE REQUIREMENTS PROCESS AND PLACING ORDERS

A. **Acquisition Planning**: The AEC-NRS contracts included an approved combined acquisition strategy/plan prior to award by MCO – Fort Bragg. As such, these documents are not required at the task order level. However, an informal acquisition strategy is strongly recommended to capture the acquisition approach that will be employed for the task order and to document relevant information (e.g., Service Contract Approval, use of Government Property, 8(a) set aside, etc).

B. **Performance Base Work Statement (PWS)**: The PWS shall be performance-based, identify the customer's entire needs and address those needs with statements describing the required services in terms of output. The requirements should not be presented in such a manner that limits fair opportunity to compete for the task order and should not impose requirements that are not specifically required to ensure successful satisfaction of the task order requirements. The requirements should be stated in clear, concise, easily understood and measurable terms. Detailed procedures should not be included that dictate how the work is to be accomplished; rather, the requirements should allow the Contractor the latitude to work in a manner suited for innovation and creativity. At a minimum, the PWS should address the work to be performed, location of the work, period of performance, delivery schedule, applicable standards, acceptable criteria, and any special requirements (i.e., security clearances, travel, reports, unique or professional qualifications, special knowledge, etc). See FAR 37.6 for additional requirements for Performance-Based Contracting.

C. **Funding**: Funding shall be authorized at the task order level and shall be the type deemed appropriate for the services to be acquired. No unfunded task orders are authorized. Specifics regarding funding streams (e.g., full funding or partial/incremental funding) will be provided with each task order.

D. **Task Order Types**: The types of orders that are authorized for use are firm-fixed price, labor hour, time and material or hybrids thereof. FAR 16.601(d) provides that a time and materials contract may be used only if the Contracting Officer prepares a determination and findings (D&F) that no other contract type is suitable and the D&F is approved at the appropriate level. The same application and limitations apply to labor-hour contracts in accordance with FAR 16.602. Pursuant to FAR 16.601(d)(1)(ii), the HCA must approve the aforementioned D&F prior to the execution of the base period when the base period plus any option periods exceeds three years. Therefore, before a task order can be awarded, ordering offices shall prepare and have approved a D&F for Use of a Time and Material or Labor Hour task order IAW Table 4 of AI 00-02 or the most recent version of this MICC policy.

E. **Security Requirements**: Contractors shall conform to all security requirements as specified in each task order and as detailed in the DD Form 254 included with the task order. If a security clearance is required, interim coverage may be obtained from the Department of Defense. Surveillance of DD 254 requirements will be executed at the task order level.

F. **Fair Opportunity**: In accordance with FAR 16.505(b), Ordering, the Contracting Officer must provide each AEC-NRS Contractor a fair opportunity to be considered for each task order exceeding \$3,000, except as provided for at FAR 16.505(b)(2). Pursuant to DFARS 216.505-70, Orders Under Multiple Award Contracts, each order exceeding \$150,000 shall be placed on a competitive basis in accordance with paragraph DFARS 216.505-70(c), unless this requirement

is waived on the basis of a justification that is prepared and approved in accordance with FAR 16.505(b)(2) and includes a written determination that:

- (1) A statute expressly authorizes or requires that the purchase be made from a specified source; or,
- (2) One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order. Follow the procedures at PGI 216.505-70 if FAR 16.505(b)(2)(ii) or (iii) is deemed to apply.

The competition requirements in FAR Part 6 **DO NOT APPLY** to the ordering process.

The Task Order Contracting Officer shall:

- Provide a fair notice of the intent to make the purchase, including a description of the work the Contractor shall perform and the basis upon which the selection decision will be made to all AEC-NRS Contractors (to satisfy this requirement, the Ordering Office is allowed to provide an email to all AEC-NRS Contractors notifying them of the requirement and requesting a response if the Contractor is interested in submitting a proposal or quote);
- Afford all AEC-NRS Contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered;
- Consider price and cost under each order as one of the factors in the selection decision;
- Keep Contractor submission requirements to a minimum;
- Use streamlined procedures, including oral presentations; and
- Consider only past performance on earlier task orders under the master contracts, if available. Past performance considerations may include the Contractor's performance regarding quality, timeliness, and cost control.

G. **Ordering Procedures**: When ordering services over \$150,000, the Task Order Contracting Officer shall follow the policies and procedures in the DFARS 216.505-70, Orders under Multiple Award Contracts. The DFARS 216.505-70 procedures take precedence over all other ordering procedures.

H. **Guaranteed Minimum Order**: The guaranteed minimum order under this contract vehicle is \$10,000.00 and is applicable ONLY to the basic ordering period. There is no guaranteed minimum applicable to any task orders issued during any optional ordering period. A task order will be separately awarded to each awardee under this requirement to satisfy this guaranteed minimum.

I. **Request for Task Order Proposal (RTOP)**: The Task Order Contracting Officer may solicit responses to requirements from AEC-NRS Contractors in written or oral formats. The nature of the requirements and detail of response required may serve as guides to determine which medium is most appropriate. For example, urgent requirements that can be clearly articulated may be solicited orally.

An RTOP (see sample at Attachment 3) request for quote or other communication tool should be prepared and issued for each task order requirement conveyed in writing. The RTOP and supporting documents should clearly define:

- the requirement (see Paragraph B, Performance Work Statement above);
- the anticipated task order type;

- instructions for completion of submissions in response to the RTOP and order placement procedures that will be employed;
- additional clauses/provisions unique to the task order;
- period of performance and CLIN structure instructions;
- procedures involved with Contractor Manpower Reporting;
- the order placement procedures defining the method in which the task order award will be made; and
- the basis of award that will be used to select a Contractor, as well as criteria that will form the award decision.

The preferred contract type for task orders is firm-fixed price. In the event that it is not possible to accurately estimate the extent or the duration of the work to be performed with any reasonable degree of confidence, a determination may be made by the Task Order Contracting Officer to use a task order type more appropriate for the situation. Task Order Contracting Officers are encouraged to review the limitations for use of other than fixed price contract types and to ensure adequate surveillance and contract administration is available to support the contract type selected. When selecting the task order type, consider the contract administration requirements and ensure the contract administration team is capable of executing required administration requirements.

The Task Order Contracting Officer may exercise broad discretion in developing the most appropriate order placement procedures. Formal evaluation plans or scoring of quotes or offers are **NOT** appropriate for orders competed under the AEC-NRS contracts. Task Order Contracting Officers should consider the nature of the requirement, the value of the requirement, the duration of the requirement, the extent of existing information (e.g., past performance information, existing quality control plans, etc), and the extent of information requested when determining the order placement approach, submission requirements and response time. When best value tradeoff approaches are contemplated, the Task Order Contracting Officer should consider what is being traded off. For example, for requirements that are routine in nature but require considerable management emphasis to ensure effective and efficient operation under time and fiscal constraints, the Government might consider a tradeoff between price and management approach.

The Contracting Officer should keep submission requirements to a minimum. Oral task order responses may be considered. Ordering Offices should strive to minimize the Contractor's proposal costs associated with responding to requests for specific task orders. Streamlined evaluation approaches are encouraged. Information from offerors should be tailored to the evaluation criteria and should be sufficient to conduct the evaluation.

Past Performance shall be limited to past performance information of previous AEC-NRS task orders where possible. See AFARS 5116.505-90(d) which states, "Past performance information, including quality, timeliness, and cost control on earlier orders placed under the same MATO contract, should be considered in the ordering process. Requests for Contractor submission of past performance information with proposal submission under MATO contracts shall be eliminated." In general, FAR Part 15 does not apply to the AEC-NRS ordering process. However, refer to FAR 16.505(b)(4) regarding postaward notices and debriefing of awardees for task orders exceeding \$5 million dollars.

J. **Task Order Pricing**: The Pricing Matrix included in each AEC-NRS Contractor's contract sets forth the labor categories that shall be quoted and the maximum rates that may be paid/reimbursed under this contract inclusive of optional ordering periods, if exercised. These

rates are inclusive of prime labor, subcontract labor, overhead and other burden, fee and profit. Changes to the pricing matrix may be requested on an annual basis to reflect changes in the wage determinations used to establish the maximum rates, and additions/deletions of labor categories. Additional labor categories MAY be added at the task order level without the express written consent of the AEC-NRS Contracting Officer. However the rates for the additional labor categories must be determined reasonable by the task order contracting officer. Contractors are required to highlight new labor categories and rates not listed within their contracts when they are proposed against Task Order Requirements. New labor categories and rates may be requested for addition into the contract.

(1) Labor: Labor shall be priced in accordance with the negotiated fully burdened labor rates set forth in the Price Matrix of each Contractor's AEC-NRS contract, regardless of task order type used. Profit and fee for each labor hour quoted/billed is included in the fully burdened labor rates.

(a) To aid in the development of prices quoted in response to task orders, the labor rates set forth in each offeror's pricing matrix in terms of "maximum" rates. The "maximum" rates represent the highest rates that will be authorized to be paid under this contract. The "maximum" rate is inclusive of profit/fee regardless of task order type selected at the task order level.

(b) Labor rates quoted at the task order level may include discounts from the "maximum" rates that consider the nature, location, size and duration of the task order.

(2) Travel: Reimbursement for travel, subsistence, and lodging is authorized under this contract vehicle but may be paid to the Contractor only to the extent that it is necessary for performance of task orders under this contract. Specific travel guidance as it relates to the individual requirement must be specified at the task order level. Travel shall not be reimbursed for travel within a 50-mile radius of the place of performance stated in the task order.

(3) Other Direct Costs (ODCs): Materials, supplies and other direct costs may be authorized in so much that they are necessary and integral to the performance of task orders awarded under this contract. Depending upon the proposal analysis technique employed for evaluation of the RTOP, the Contractor shall include a detailed description and/or specifics of all quoted ODCs in their task order response. All labor shall be priced under the labor categories set forth in the Contractor's AEC-NRS individual contracts and not as ODCs.

K. Changes in Team Members/Subcontractors: The Contractor may not add any team members to the Contractor's team without prior authorization to do so from the Mission Contracting Office – Fort Sam Houston Contracting Officer. When Subcontractors are approved, their services shall be provided within the labor categories and at no more than the "maximum" labor rates included in each Contractor's AEC-NRS contract. The Contractor shall advise the Contracting Officer of team member deletions as they occur. Contractors are permitted to add team members as required to meet the unique requirements of task orders being competed by individual ordering offices. These actions are viewed as single events.

L. Government Property:

(1) It is anticipated that for some tasks Government Furnished Equipment (GFE) will be specified in the individual task order (at the discretion of the Government) with specified delivery

dates and in specified condition. Such equipment shall be returned to the Government upon the conclusion of the task order.

(2) Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task as specified in the task orders (at the discretion of the Government) with specified delivery dates. These documents shall be returned to the Government upon conclusion of the task order.

(3) When utilizing GFE/GFI at the task order level, the task order contracting officer must comply with the Deputy Assistant Secretary of the Army, Policy and Procurement Memo dated 7 July 2005, FAR 45.201, DFARS 245.3, and AFARS 5145.3.

M. Organizational Conflict of Interest (OCI) at the Task Order Level:

(1) OCI. It is the intention of the parties that the Contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or, in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. Therefore, the Contractor agrees that it will seek the prior written approval of the Task Order Contracting Officer before participating in any task order that may involve such a conflict. Ordering offices are responsible for determining and issuing specific OCI restrictions.

a) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, where the information has been included in Contractor generated work, or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

b) Whenever performance of this contract requires access to another Contractor's proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example; to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Task Order Contracting Officer within fifteen (15) calendar days of execution.

c) The Contractor shall promptly notify the Task Order Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure that proper safeguards exist to guarantee objectivity and to protect the Government's interest.

d) In the event that a task order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

- (i) Notify the Contracting Officer of a potential conflict, and;
- (ii) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or,
- (iii) Present for approval a conflict of interest mitigation plan that will:
 - Describe in detail the task order requirement that creates the potential conflict of interest; and,
 - Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- (iv) The Contractor shall not commence work on a task order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
- (v) If the Contracting Officer determines that it is in the best interest of the Government to issue a task order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

(vi) Conflicts Of Interest Compliance Plan: In the event of a waiver is requested, the Contractor shall submit with his waiver request a Conflicts of Interest (COI) Compliance Plan to the Task Order Contracting Officer for approval. The COI Compliance Plan shall address the Contractor's approach for adhering to OCI and describe its procedures for aggressively self-identifying and resolving both organizational and employee conflicts of interest. The overall purpose of the COI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The COI Compliance Plan shall specifically address:

- How the Contractor will protect confidential, proprietary, or sensitive information;
- Preventing the existence of conflicting roles that might bias a Contractor's judgment; and,
- Preventing an unfair competitive advantage.

(vii) Contractors are invited to review Federal Acquisition Regulation Subpart 9.5 "Organizational and Consultant Conflicts of Interest (OCI)." Particular attention is directed to FAR 9.505, 9.505-1, 9.505-2, 9.505-3 and 9.505-4.

b. Avoidance of OCI. It is not the intention of the Government to exclude a Contractor from a competitive acquisition due to a perceived OCI. The Task Order Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired Contractor and the Task Order Contracting Officer. The Task Order Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the Government's policy for competition. The Government is committed to working with potential Contractors to eliminate or mitigate actual

and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the Government, or the legitimate business interests of the vendor community.

c. Examples of OCI concerns. These examples in which OCI issues may arise are not all inclusive, but are intended only to help the Task Order Contracting Officer apply general guidance to individual contract and task order situations.

(1) Unequal Access to Information. Access to "nonpublic information" as part of the performance of a Government contract could provide the Contractor a competitive advantage in a later competition for another Government contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the Government procurement anticipate the successful vendor may have access to nonpublic information, all vendors should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased Ground Rules. A Contractor in the course of performance of a Government contract, has in some fashion established a "ground rules" for another Government contract, where the same Contractor may be a competitor. For example, a Contractor may have drafted the statement of work, specifications, or evaluations criteria of future Government procurement. The primary concern of the Government in this case is that a Contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the Government procurement anticipate the successful vendor may be in a position to establish important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A Contractor in the course of performance of a Government contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the Contractor's ability to render impartial advice to the Government could appear to be undermined by the Contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the Contractor has been tainted. If the requirements of the Government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected Contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

d. Mitigation plans. The successful Contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The Government reserves the right to reject a mitigation plan, if in the opinion of the Task Order Contracting Officer, such a plan is not in the best interests of the Government. Additionally, after award the Government will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

N. **Work on a Government Installation:** In performing work under this contract on a Government installation or in a Government building, the Contractor shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to

performance of the contractual services required under this contract. Specifically, the Contractor shall:

- (1) Conform to the specific safety requirements established by this contract and each specific Task Order issued;
- (2) The Contractor and his/her employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and Contractor personnel connected in any way with performance under this contract; and,
- (4) Take such additional immediate precautions as the Contracting Officer, COR or Task Monitor may reasonably require for safety and accident prevention purposes.

O. **Contractor Staff Training**: The Contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of Contractor personnel shall be performed by the Contractor at his/her own expense, except:

- (1) When the Government has given prior approval for training to meet special requirements that are peculiar to a particular task order.
- (2) Limited training of Contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.
- (3) The Government will not authorize training for Contractor employees to attend seminars, symposia, or user group conferences, unless certified by the Contractor and the COR that attendance is mandatory for the performance of task order requirements. When training is authorized by the task order Contracting Officer in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required.
- (4) For Firm Fixed Price: Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art, or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

P. **Task Order Review and Approval Procedures**: The Principal Assistant Responsible for Contracting (PARC), MICC provides contract review, approval, and oversight for all contracts and task orders prepared and awarded by all ordering offices that fall within the MICC area of responsibility. The review and approval procedures are currently described in Acquisition Instruction 00-02, Review and Approval Requirements for Contracting Actions dated 26 Jul 11. This AI is published on the MICC HQ Army Knowledge Online (AKO) website and SharePoint page.

Q. **Unauthorized Work**: The Contractor is not authorized to commence task order performance without a signed task order or direction by a Task Order Contracting Officer.

Notwithstanding any of the other provisions of the AEC-NRS contracts, a Task Order Contracting Officer shall be the only individual authorized on behalf of the Government to:

- (1) Accept nonconforming work;
- (2) Waive any requirement of the task order; or,
- (3) Modify any term or condition of the task order.

Only the IDIQ Contracting Officer is authorized to waive or modify any term or condition of the contract.

R. Selection of Contractor and Documentation to Support Task Order Award:

The evaluation team designated by the Task Order Contracting Officer will evaluate the proposals submitted in accordance with the evaluation criteria set forth in the RTOP and determine the Contractor awardee in accordance with the specified evaluation criteria. The evaluation process should be bias free. The Task Order Contracting Officer should ensure all evaluators have no conflicts of interest or preconceived outcomes. Documentation should have clear ties back to the evaluation criteria provided in the RTOP.

Technical support to assist in the evaluation procedure must be provided by the local Garrison/customer. Technical evaluators must be capable of providing knowledge and expertise required to accurately determine adequacy of the proposals. Technical evaluation shall be conducted of each task order response to the terms of the RTOP. Evaluation of price should typically be based upon competition. In-depth price analysis or cost evaluation is not typically required. The labor rates included in the AEC-NRS contracts were evaluated in conjunction with the evaluation supporting the basic contract award decision. As such, an analysis of the composition of the labor rates is not required. To support a fair and reasonable price/cost finding, the price analysis should include feedback from the technical evaluators that the skills mix and level of effort proposed appropriately represents the Contractor's proposed approach and is adequate to successfully satisfy the task order requirements. The Task Order Contracting Officer should evaluate the proposed price (and should include such in the evaluation criteria) to ensure it is balanced and is presented in accordance with pricing instructions.

The Task Order Contracting Officer should control all communications with Contractors. As stated above, a competitive range decision is not required prior to conducting communications, nor must the Contracting Officer conduct communications with each Contractor. Upon determination of the apparent task order awardee, the Task Order Contracting Officer may conduct negotiations to finalize task order terms, conditions and price/cost.

The Task Order Award Decision should be well documented and provide the reader with a clear picture as to how the Contracting Officer arrived at the decision to select the Contractor for award.

S. Task Order Notifications/Debriefings: The Task Order Contracting Officer is required under FAR Part 16.505 to provide notifications to unsuccessful offerors and debriefings for task orders in accordance with FAR 15.503 and 15.506 for all task orders exceeding \$5 million dollars. The debriefings may be provided orally, in writing or by any other method deemed appropriate to the Task Order Contracting Officer.

T. Contract Services/Contractor Manpower Reporting: The Contract Manpower Reporting (CMR) requirement was implemented by the Assistant Secretary of the Army, Manpower and

Reserve Affairs through memorandum dated March 8, 2005. The AEC-NRS contract includes the required provisions. However, all task orders and delivery orders, regardless of dollar amount, must include a separate Contract Line Item Number for Contract Manpower Reporting in order to obtain better visibility of the Contractor service workforce from Contractors supporting the Army. Contract Management Reporting is designed to collect and report data regarding labor costs associated with the contract workforce and the organizations and missions that the contract workforce supports. CMR will help ensure that the Army is getting full value from our contract workforce. Therefore, requiring activities shall add accounting for contract services to their requirement packages that are submitted to the Contracting Officer.

U. **Task Order Official File**: The official task order file will be maintained and administered at each Ordering Office using the Virtual Contracting Enterprise, Paperless Contracting Files.

V. **Task Order Release**: Upon release of the initial task order, a copy of that task order shall be forwarded to the MATOC officer.

CHAPTER 4 TASK ORDER PROCESS

A. Task Orders Less Than \$5 Million (this section is subject to change as MICC Review and Approval guidance changes)

1. The Customer identifies the requirement and obtains funding and applicable approvals to submit procurement package to the applicable Ordering Office.
2. The Ordering Officer determines whether the Task Order requirement is within the AEC-NRS scope. The Ordering Office conducts market research to determine whether AEC-NRS is the appropriate vehicle to satisfy the customer's requirement.
3. The Ordering Office determines which AEC-NRS suite of master contracts best accommodates the Task Order requirement (100% Small Business set-aside suite of multiple IDIQ contracts).
4. The Ordering Office prepares Acquisition Strategy for Ordering Officer approval (optional but recommended requirement, not Mandatory).
5. The Ordering Office prepares Request for Task Order Proposal (RTOP) to include PWS, Performance Assessment Plan (PAP), applicable Workload Data, due date for RTOP return, period of performance and CLIN structure, discussion of Task Order type, evaluation factors and basis for Task Order award, and Performance Requirements Summary (PRS).
6. The Ordering Office submits RTOP and attachments to local legal office for review.
7. The Ordering Officer submits RTOP to AEC-NRS contract holders within applicable suite who are eligible to receive RTOP. (Normally 10 to 30 days).
8. The RTOP solicited Contractors submit proposal response prior to RTOP due date.
9. The Ordering Office assembles Evaluation Team to evaluate Contractor proposals in response to RTOP after due date passes.
10. The Evaluation Team evaluates proposals in response to RTOP and documents evaluation in accordance with the streamlined evaluation criteria established in the RTOP. (Desired evaluation period is 5 to 10 days).
11. The Ordering Officer determines whether discussions are required, if so; notifies Offerors regarding discussions, conducts discussions and requests final proposal revisions (as applicable). Upon receipt, the evaluation team evaluates and documents revised responses. If discussions are not conducted, the Ordering Officer prepares Task Order Decision Document.
12. As required, the Ordering Office reviews Master Contract Price Matrix to determine whether apparent successful Task Order recipient is compliant with the price matrix maximum rates and labor categories.
13. The Ordering Officer prepares the Task Order Decision Document and submits to local legal office for review.

14. The Ordering Officer awards Task Order in local PD2 system.

15. The Ordering Officer provides notification of award decision to Task Order awardee as well as unsuccessful Task Order participants.

16. The Ordering Officer has the option to conduct debriefings to unsuccessful participants.

17. The Ordering Office administers Task Order files and submits a copy of award to MATOC officer.

B. Task Orders Exceeding \$5 Million

1. The Customer identifies the requirement and obtains funding and applicable approvals to submit the procurement package to the Ordering Office.

2. The Ordering Officer determines whether the Task Order requirement is within the AEC-NRS scope. The Ordering Office conducts market research to determine whether AEC-NRS is the appropriate vehicle to satisfy the customer's requirement.

3. The Ordering Office prepares the Request for Task Order Proposal (RTOP) to include PWS, Quality Assurance Surveillance Plan (QASP), applicable Workload Data, due date for RTOP return, period of performance and CLIN structure, discussion of Task Order type selected for Task Order, evaluation factors and basis for Task Order award, and Performance Requirements Summary (PRS).

4. The Ordering Office submits the RTOP and attachments to local legal office for review.

5. The Ordering Officer submits the RTOP to AEC-NRS contract holders within the applicable suite who are eligible to receive RTOP, normally 10 to 30 days.

6. The RTOP solicited Contractors submit their proposal response prior to RTOP due date.

7. The Ordering Office assembles Evaluation Team to evaluate Contractor proposals in response to RTOP after due date passes.

8. The Evaluation Team evaluates proposals in response to RTOP and documents evaluation in accordance with the streamlined evaluation criteria established in the RTOP (desired evaluation period is approximately 5 days).

9. The Ordering Officer determines whether discussions are required, and if so, notifies Offerors. The Ordering officer conducts discussions and requests revised responses. The evaluation board evaluates and documents revised responses. If discussions are not conducted, the Ordering Officer prepares Task Order Decision Document.

10. Ordering Office reviews Master Contract Price Matrix to determine whether apparent successful Task Order recipient is compliant with the price matrix CAP rates and labor categories.

11. Ordering Officer prepares Task Order Decision Document and submits to local legal office for review.

12. Ordering Officer awards Task Order in local PD2 system.

13. If a Task Order is issued from an office other than MICC – Fort Sam Houston, the delegated Ordering Officer must submit a copy of the Task Order Award to MICC - Fort Sam Houston Contracting Officer at (210) 466-2130 or (210) 466-2129 for tracking purposes.

14. Ordering Officer provides notification of award decision to Task Order awardee as well as unsuccessful Task Order participants.

15. Ordering Officer conducts debriefing sessions if desired to unsuccessful participants.

16. Ordering Office administers Task Order files and submits copy of award documents to AEC-NRS Contracting Officer.

CHAPTER 5 TASK ORDER MONITORING AND CONTRACT ADMINISTRATION

A. Task Order Review and Approval Procedures:

MICC AI 00-02 established mandatory review and approval procedures for oversight of all task orders awarded by MICC organizations valued at below \$25 million at the Installation Contracting Office level and at below \$50 million at the Mission Contracting Centers. Contracting Officer's delegated authority to place orders under the AEC-NRS agree, as part of the delegation, to participate in these reviews, consider the guidance/information provided by the reviewing staff, and not to pursue release of the RTOP or award of the task order until the appropriate approval authority concurs with release.

Contracting Offices issuing task orders will follow the policies and ordering procedures in DFARS 216.505-70 and FAR 16.505. Additionally, as required by FAR 16.505(b)(6), a senior agency official has been designated as the Task and Delivery Order Ombudsman to ensure that Contractors are afforded a fair opportunity consideration consistent with the procedures in the contract.

Each Ordering Office is required to submit documents to the appropriate staff (PARC, SCO etc) for review of task orders for the dollar thresholds stated above, and for non-MICC organizations, pursuant to the terms of the AEC-NRS Ordering Authority Letter. The Ordering Office shall assemble two separate review submissions. Submission one must be received by the reviewing staff prior to release of the RTOP to the Contractors. Submission two must be received by the reviewing staff at least five (5) working days prior to the award of the task order. Depending upon situation, the submissions can be reviewed using PCF or forwarded electronically to the designated POC.

Submission one (1) shall include the following documents:

- Draft Request for Task Order Proposal (RTOP)
- PWS/SOW/SOO with attachments/enclosures
- Applicable Determination & Findings (D&Fs), if applicable
- Quality Assurance Surveillance Plan (QASP)
- COR Appointment with training certificates meeting Army standards
- Approved D&F, Certifications, and J&As
- Approved Acquisition Plan/Strategy
- Independent Government Estimate (IGE)
- Director submission memorandum recommending review and approval
- Local legal review

Submission two (2) shall include the following documents:

- Draft Task Order Decision Document
- Supporting pre-negotiation objective information, if not included in TODD
- Supporting price negotiation information, if awarding without discussions
- RTOP and all amendments thereto, with attachments
- PWS/SOW/SOO with attachments/enclosures
- Contracting Officer Determination and Source Selection Decision
- Director submission memorandum recommending review and approval
- Local legal review

The reviewing office reserves the right to request any additional documents it deems necessary to accomplish the review. Additionally, upon request, the reviewing office reserves the right to review documents in submission one regardless of dollar value. Once the required documents are received, the cognizant staff will review the documents and provide approval or guidance for immediate correction of documents or other viable alternatives to include amending the current request to the Ordering Office.

B. Contract Administration of Master Contracts: MCO - Fort Sam Houston is responsible for contract administration for the master AEC-NRS contracts. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms and conditions of the contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by proper contractual document executed by the MCO – FSH Contracting Officer. The Contracting Officer for the master AEC-NRS may be reached at (210) 466-2130 or (210) 466-2129.

Notification of changes in the assigned Contracting Officer will be provided by official correspondence from MCO – Fort Sam Houston. All correspondence pertaining to the AEC-NRS master contracts must be addressed to:

Mission and Installation Contracting Command
Mission Contracting Center
2219 Infantry Post Rd
San Antonio, TX 78234-1360

All contract administration associated with individual task orders will be performed by the ordering office issuing the task order unless otherwise designated.

C. Contracting Officer's Representative (COR): A Contracting Officer's Representative shall be designated for each AEC-NRS Task Order issued under the master contracts by the local Contracting Officer. The local Customer shall nominate a Government employee who is technically qualified and trained to become a COR and submit the nominee's name to the local Ordering Office for approval and designation. The COR designation letter will outline the duties and authority of the COR. Local CORs will ensure that the Contractor's performance is properly documented and that required reports are provided to the local contracting office for contract administration, monitoring purposes, and the official contract file.

D. Performance Assessment Report (PAR): A Performance Assessment Report shall be completed for each task order issued under this contract that is expected to exceed \$1 million (see FAR 42.15). The preparation and completion of the PAR is the responsibility of the local Ordering Office. The PAR will be entered into the Contractor Performance Assessment Reporting System (CPARS), located at <http://cpars.navy.mil>. A PAR should also be completed for task orders over \$100,000 and less than \$1million, and a copy forwarded to the Contracting Officer listed in Paragraph C, above.

E. Quality Assurance/Assessment: A mechanism to assess performance shall be tailored and developed for each task order to ensure the assessment of performance for critical contract elements. Critical functions are generally included in the PRS. See paragraph 1.6.2 for additional information on the QASP.

F. **Metrics:** Metrics shall be included and applied to all task orders performed. At the task order level, the Contractor's performance measurement may include metrics such as quality of service, cost effectiveness, timeliness of performance, business relations, and customer satisfaction.

Program Level Metrics: The program level metrics include competition, client satisfaction with the program, and cost savings.

1. Competition: Fair opportunity will be provided unless one of the exceptions in FAR 16.505 (b)(2) applies in either suite. Data will be collected in the Quarterly Program Report that provides visibility of the usage of the Natural Resource IDIQ.

METRIC: Competed requirements

TARGET/GOAL: 90 percent of task orders will be competed – target attainment will be assessed annually.

Information will also be captured in the Quarterly Program Report to detect trends of consistent utilization of exceptions by any single contracting office or for any contractor. Periodic review of task order documentation will be conducted to determine the supportability of exceptions to fair opportunity.

2. Client Satisfaction: Satisfied clients will return to the contract with additional work. Data will be collected annually on usage of the contract by IMCOM installations.

METRIC: IMCOM usage.

TARGET/GOAL: AEC, IMCOM regions, and IMCOM installations award task orders for work on 10 percent of active IMCOM installations in each CONUS region award task orders on the contract during Year 1, 25 percent during Year 2, and 50 percent during following years.

METRIC: Returning clients.

TARGET/GOAL: 80 percent of installations that use the contract one year use it again in the same or next year.

METRIC: Customer surveys.

TARGET/GOAL: 95% of returned surveys rate contract timeliness and performance as Excellent

3. Cost: IMCOM expects significant cost savings through centralized strategic contracting. Data will be collected quarterly for all task orders originating at AEC in order to compare the project FY work plan requirement against the final task order obligation.

METRIC: Cost savings

TARGET/GOAL: For projects and task orders originating at AEC, annual cost reduction of 15% through use of the IDIQ, when compared to the FY work plan requirement.

Task Order Level Metrics: Typical metrics that may be seen at the task order level include, but are not limited to:

- Cost/price control
- Schedule
- Quality of deliverables

ATTACHMENTS

- Attachment 1 Prime Contractors
(Contract numbers, Name, Suite & Primary E-mail Address)

- Attachment 2 AEC-NRS Delegation of Contract Authority (DCA) Request Form

- Attachment 3 Sample Request for Task Order Proposal (RTOP) Packet

ATTACHMENT 1

Prime Contractors – EASTERN US SUITE

Contractor	Cage Code	Primary POC(s)	E-mail Addresses
Aarcher, Incorporated	1DPC6	Mark Serio	mserio@aarcherinc.com
Dial Cordy & Associates, Incorporated	09VW2	Steve Dial	sdial@dialcordy.com
EEE Consulting Incorporated	1JSK1	Pam Rickman	pam.rickman@eee-consulting.com
Straughan Environmental Services Incorporated	1UAL2	Eileen Straughan	EStraughan@straughanenvironmental.com
TriEco TT Sustainable Resources Joint Venture	5QKY4	Caroline Harrover	caroline.harrover@tetrattech.com
Tidewater Environmental Services, Incorporated	320X5	Ross Nelson	ross@tidewaterenvironmental.com

ATTACHMENT 1 (continued)Prime Contractors – **WESTERN US SUITE**

Contractor	Cage Code	Primary POC(s)	E-mail Addresses
AGEISS Incorporated	0MSL1	Janet Zanetell	janetz@ageiss.com
North State Resources, Incorporate	0M5K2	Tim Reilly	reilly@nsrnet.com
SES Incorporated	3A4U7	Patrick Splichal	psplichal@ses-corp.com
Sevenecoten, LLC	4TFM7	Taylor Houston	Taylor.Houston@7eco10.com
Vernadero Group, Incorporated	3FXL8	Cris Howard	choward@vernadero.com
Zia Engineering & Environmental Consultants	1XBC8	Edward Martinez	ehmartinez@ziaeec.com

ATTACHMENT 2

AEC-NRS DELEGATION OF CONTRACT AUTHORITY (DCA) REQUEST FORM

Part I – Requestor Information:

Customer POC: _____

Phone: _____ **Fax:** _____ **Email:** _____

Alternate POC: _____

Phone: _____ **Fax:** _____ **Email:** _____

Organization and Mailing Address:

Delegated Contracting Official (DCA/KO) : _____

Phone: _____ **Fax:** _____ **Email:** _____

Organization and Mailing Address:

DCA/KO Warrant Authority Amount: _____
(Please attach photocopy of Warrant)

Part II – Type of Delegation Requested:

Single TO Multiple TO's

Requested DCA Total Amount (including any contracting option) : _____

DCA Base Period - From: _____ **To :** _____
(NTE 1 year)

Special Conditions/Waivers Sought: _____

Part III – KO Duties and Responsibilities:

1. The DCA is subject to the task order ceiling set by the AEC-NRS Contracting Officer at MCO-Fort Sam Houston.
2. Task orders must be signed by the warranted United States Contracting Officer servicing the Requiring Activity’s Command, hereinafter designated as the DCA KO, and subject to the monetary limitations contained in your Contracting Officer Warrant. Task order funds obligated by DCA KO are limited to funds of the KO’s organization and Command.
3. The DCA KO may appoint a qualified Contracting Officer’s Representative (COR), and delegate certain administrative responsibilities to the COR to assist in the administration of the task order. However, the DCA KO must personally sign the task order (and modifications thereto) issued under the AEC-NRS vehicle. The DCA KO remains, at all times, accountable for ensuring compliance with the contract, applicable regulations and procedures, and the Ordering Guide.
4. To the extent applicable, the DCA KO will use performance-based requirements and quality standards in defining contract requirements, source selection, and quality-assurance.
5. The Mission and Installation Contracting Command Ombudsman shall be the primary point of contact for reviewing concerns and complaints from contractors regarding competition issues; ensuring that contractors are afforded a fair opportunity to be considered; rendering responses to concerns and complaints from contractors. As such, the Ombudsman may require the contracting officer to take corrective action. If fair opportunity is not provided to all offerors, the result may be task order re-competition.
6. A copy of all Request for Task Orders Proposal (RTOP)/Solicitations/Amendments) and Task Order awards must be forwarded via email to the AEC-NRS Contracting Officer at MCO-Fort Sam Houston. The DCA KO files will be made available to the Contracting Officer for a contractual compliance review upon request or as required. Failure to comply with any or all the conditions set for this delegation may result in the termination of the DCA KO delegation.

Part IV – Certification:

By signing this DCA Request form, I certify that I am a fully warranted, Federal Contracting Officer, and that I have read and accept the above conditions of the AEC-NRS Delegation of Contract Authority.

Date: _____ **Signature:** _____

Name: _____

ATTACHMENT 3

**Sample Request for Task Order
Proposal (RTOP) Packet**

Use Issuing Office Letterhead

SAMPLE
Request for Task Order Proposal (RTOP)

RTOP Number: W9124J-12-RTOP-0001

Date of Issue: 17 February 2012

Description of Services: Natural Resource Services Support to Fort Hunter Liggett

Location of Services: Fort Hunter Liggett, CA

Closing Date/Time: 28 February 2012 at 4:00 pm (CST)

Questions Due: 22 February 2012 at 4:00 pm (CST)

Dear Army Environmental Command - Natural Resource Services (AEC-NRS) Partners:

This is a Request for Task Order Proposal (RTOP) for services to be provided under the AEC-NRS Indefinite Delivery/Indefinite Quantity (IDIQ) contract vehicle. Fort Hunter Liggett (FLH) has a requirement for natural resource services with performance at Fort Hunter Liggett commencing 6 Mar 12. Fair opportunity is herein provided to all AEC-NRS Eastern and Western US Suite small business contractors.

Attached are all related documents for this RTOP. Please ensure that you have read the attached documents, to include specific response submission instructions that are included in this RTOP, and then submit your response by the date and time indicated above.

All items within the RTOP must be completed and returned by closing due date and time. In addition to this letter, this RTOP includes the following attachments:

- Attachment 1 - Pricing Schedule (Contract line item (CLIN) Structure)
- Attachment 2 - Performance Work Statement/Performance Requirements Summary
- Attachment 3 - Submission Instructions/Evaluation Criteria
- Attachment 4 - Wage Determination
- Attachment 5 - Questions and Answers to Draft RTOP

Contract Type: The Government contemplates award of the following contract type:

- Firm-Fixed Price

Anticipated Period of Performance:

Base Period	The Period of Performance (PoP) will be twelve (12) months from the date of contract award. Option periods are identified at Attachment 1 – Pricing Schedule (CLIN Structure).
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The Contracting Officer (KO) reserves the right to withdraw and cancel the proposed RTOP. In such event, contractors shall be notified in writing of the KO's decision.

Your response must be in full compliance with the instructions in this RTOP and your basic contract. The response (to include price) shall be valid for sixty (60) calendar days. If you have questions, please contact Robert Reeves at (210) 808-6176 (robert.b.reeves.civ@mail.mil) or Luis Trinidad, 210-221-4218 (luis.o.trinidad.civ@mail.mil).

Luis O. Trinidad
Contracting Officer
Mission Contracting Office – Fort Sam Houston

SAMPLE RTOP

Attachment 1 - Pricing Schedule (CLIN Structure)

Contract Line Item Numbering

CLIN	Description	Quantity	Unit	Unit Price	Amount
0001	Natural Resource Services FFP Contractor to provide services in accordance with the enclosed Performance Work Statement.	12	MO		
0002	CMR Reporting Not Separately Priced Contractor to provide services in accordance with the enclosed Performance Work Statement.	1		NSP	NSP
0003	Travel* This is a Not to Exceed (NTE) reimbursable CLIN for travel directly associated with the performance of this contract and subject to the approval procedures specified in section 1.6.13 of the Performance Work Statement.	\$3000	DO		\$3000
1001	Option Period 1 Natural Resource Services FFP Contractor to provide services in accordance with the enclosed Performance Work Statement.	12	MO		
1002	CMR Reporting Not Separately Priced Contractor to provide services in accordance with the enclosed Performance Work Statement.	1		NSP	NSP
1003	Travel* This is a Not to Exceed (NTE) reimbursable CLIN for travel directly associated with the performance of this contract and subject to the approval procedures specified in section 1.6.13 of the Performance Work Statement.	\$3000	DO		\$3000
2001	Option Period 2 Natural Resource Services FFP Contractor to provide services in accordance with the enclosed Performance	12	MO		

	Work Statement.				
2002	CMR Reporting Not Separately Priced Contractor to provide services in accordance with the enclosed Performance Work Statement.	1		NSP	NSP
2003	Travel* This is a Not to Exceed (NTE) reimbursable CLIN for travel directly associated with the performance of this contract and subject to the approval procedures specified in section 1.6.13 of the Performance Work Statement.	\$3000	DO		\$3000
Total					

*Note: A plug in figure of \$3,000 has been provided for CLINs 0003, 1003, and 2003. Offerors shall not change the plug in figures provided for these CLINs.

SAMPLE RTOP

Attachment 2 – Performance Work Statement/Performance Requirements Summary

PERFORMANCE WORK STATEMENT (PWS)

Performance Work Statement for Natural Resources Professional and Technical Support at Fort Hunter Liggett (FHL), Monterey County, California.

PART 1

GENERAL INFORMATION

1. **GENERAL:** This is a non-personal services contract to provide Natural Resources Professional and Technical Support at Fort Hunter Liggett, Monterey, California. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to meet all the contractual requirements.

1.1 **DESCRIPTION OF SERVICES/INTRODUCTION:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Natural Resources Professional and Technical Support as defined in this Performance Work Statement except for those items specified as Government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 **BACKGROUND:** The FHL Directorate of Public Works Environmental Division consists of a Compliance Programs Branch and Conservation Branch. The Conservation Branch consists of a Threatened and Endangered Species Program Manager, Natural Resources Program Manager, and Cultural Resources Program Manager as well as contracted support functions. The Integrated Natural Resources Management Plan (INRMP) is the primary planning document that defines the scope of natural resources management for the U.S. Army Garrison Fort Hunter Liggett. In order to accomplish its mission, FHL must concurrently maintain compliance with the National Environmental Policy Act (NEPA) as described in AR 200-2 (32 CFR Part 651-Environmental Analysis of Army Actions) and other environmental regulations including the Endangered Species Act (ESA), and the Sikes Act Improvement Act (SAIA). FHL Regulation 200-2 defines an environmental review process to ensure that projects and training activities comply with federal laws and regulations. This is a key component of the FHL Environmental Management System (EMS).

FHL has a high density of protected natural resources. In order to provide realistic and effective training in a natural environment and to comply with environmental laws and regulations, a foundation of sound natural resource, biological, ecological, and land use information is required to evaluate the effect of mission requirements on natural resources.

Primary program objectives and survey methods for natural resources are described in the INRMP, Endangered Species Management Plans, biological assessments and attendant biological opinions. Federally listed species at FHL include San Joaquin kit fox, California condor, arroyo toad, vernal pool fairy shrimp, and purple amole, with potential for least Bell's vireo and California red-legged frog. Species of concern on FHL include but are not limited to, burrowing owls and other migratory birds, eagles and other raptors, spadefoot toad, foothill yellow legged frog, Santa Lucia mint, and caper-fruited tropidocarpum. FHL supports a hybrid population of tiger salamanders. Additional species may be identified on FHL property or become listed during the course of the project. Game species include elk, deer and feral pigs, small upland game, waterfowl and coyotes; hunting occurs in accordance with State seasons and the INRMP. Vegetation communities, soil types and topography are varied and typical for this region.

1.3 OBJECTIVES: Directorate of Public Works Environmental Division (PWE) requires expert natural resources professional and technical support in conducting the environmental review process to ensure NEPA compliance, and to implement portions of the INRMP, and NEPA mitigation.

Provide biological and ecological technical knowledge and expertise sufficient for the preparation of required environmental documents, and to develop data and information necessary to meet ESA requirements, wildlife management objectives (game and non-game), habitat management objectives, and FHL Hunting and Fishing program user effort and harvest management objectives identified in the INRMPs. Ensure that data and information functionally support and inform program decisions.

Prepare and attend briefings regarding Environmental Education and Awareness; prepare materials for review by PWE staff. Attend other public relations and FHL functions to be familiar with FHL installation personnel and policies, and be able to answer questions regarding the FHL Conservation Programs.

1.4 SCOPE: Natural resources surveys, monitoring and documentation in support of INRMP implementation. Services include:

1.4.1 Reviewing and developing protocols, conducting surveys and monitoring, and preparing reports for natural resources.

1.4.2 Reviewing proposed projects for conflicts with natural resources conservation; identifying survey and documentation requirements; preparing survey and consultation reports.

1.4.3 Annual survey/monitoring and associated reports,

1.4.4 Geographic Information System (GIS), literature and field review of proposed projects and potential impacts to natural resources, and

1.4.5 Documentation and reporting suitable for submission to US Fish and Wildlife Service, and California Department of Fish and Game.

1.5 PERIOD OF PERFORMANCE: The period of performance shall be for one (1) Base Year of 12 months and two (2) 12-month option years. The period of performance dates will be identified in the contract award.

1.6 GENERAL INFORMATION

1.6.1 Quality Control (QC): The contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The contractor shall submit the QCP with the contractor's proposal; three copies of a comprehensive written QCP shall be submitted to the Contracting Officer (KO) and Contracting Officer's Representative (COR) within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system. The contractor shall coordinate with the COR to ensure that the QCP is acceptable to the Government.

1.6.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Performance Requirements Summary (PRS; Technical Exhibit 1) and the Government Quality Assurance Surveillance Plan (QASP). Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS may occur during the performance period of this contract. Any action taken by the contracting officer as a result of surveillance will be in accordance with the terms of this contract and are intended for use by the Government only. The contractor is not entitled to rely on Government evaluations and inspections for contract compliance and warranties.

1.6.3 Recognized Holidays:

Biological data collection for deer and elk harvests may be required on weekends and the following Federal holidays:

Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
New Year's Day.	

The contractor is not required to provide services on the remaining federal holidays:

Martin Luther King Jr. Birthday	President's Day
Memorial Day	Independence Day
Christmas Day.	

1.6.4 Hours of Operation: The contractor is typically responsible for conducting business between the hours of 0800-1630 Pacific Standard Time/Pacific Daylight Time (PST/PDT), Monday thru Friday except when survey or data collection requirements necessitate alternate schedules, e.g., for nocturnal species surveys and weekend/holiday big game harvests, or Federal holidays as described in 1.6.3 or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. During duty hours, the Contractor must maintain adequate staffing to ensure compliance with this PWS when the Government facility is not closed for the above reasons. All references to time in this PWS shall be PST/PDT.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at Fort Hunter Liggett, Monterey, California.

1.6.6 Type of Contract: FFP Task Order.

1.6.7 Suitability Investigations:

Contractor personnel required to access an Army Network to perform their duties, shall successfully complete, as a minimum, a National Agency Check with Inquiries (NACI), background investigation processed through the Office of Personnel Management (OPM). These investigations shall be submitted by the installation Personnel Security Manager at no cost to the contractor. Prior to the contractor reporting to the installation to commence work, the contractor's company will submit the required documentation, obtained from the installation Personnel Security Manager, for the local Police vetting. The contractor employee must provide the installation Personnel Security Manager with the required information to initiate the NACI within three days of reporting to work on the installation. Upon initiation of the NACI, the contractor employee will have a window of seven days to complete the background investigation package. Failure to provide the necessary documentation for the local Police vetting or the NACI background investigation are grounds for contract termination. The Common Access Card (CAC) will be authorized after all NACI background documentation is submitted to OPM and access to the Army Network will be granted upon a favorable adjudication of the NACI.

1.6.7.1 AT Security Requirements:

The contractor shall ensure that each representative requiring access to the installation completes annual Antiterrorism Level I awareness training, as well as training required to obtain and maintain an Army Common Access Card (CAC). Antiterrorism training is available at: <https://atlevel1.dtic.mil/at> . The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the KO and the COR within five working days after start of performance.

1.6.7.2 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use.

1.6.7.3 Key Control. The Contractor shall establish and implement methods of Key Control that are acceptable to the Government. This control shall ensure that keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the KO and the COR within one hour of loss. NOTE: All references to keys include key cards.

1.6.7.3.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the KO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement

of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.3.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the KO.

1.6.7.4 Lock Combinations: The Contractor shall establish and implement methods of Lock Combination Control that are acceptable to the Government. This control shall ensure that lock combinations are not revealed to unauthorized personnel. The contractor shall also ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.6.8 Special Qualifications: Each contracted staff member shall possess and provide technical competence, knowledge, and experience in natural resources management. Competence, knowledge, and experience in land use and land management practices are also required by the contracted staff members, with knowledge of military activities being preferred.

- a. Technical Project Manager must be experienced in natural resources and have at minimum a Bachelors Degree (Masters Degree preferred) in biological sciences or similar field. Technical Project manager must have at least ten years of supervisory and/or project management experience.
- b. Wildlife biologists must have a Bachelors of Science Degree in Biology or related field and at minimum four years experience in terrestrial and/or aquatic wildlife issues including species biology, species habitat requirements, and ecology, especially for endangered species, game and fish species, non-game species, and habitat management as listed in section 5. Wildlife biologists must be capable of leading projects from reviewing and implementing survey methods to writing effective and professional technical reports. Positions must be filled by experienced professionals that can solve problems, effectively communicate, make recommendations, and design protocols. Experience with California ecosystems is preferred.
- c. Wildlife technician must have a Bachelors of Science Degree in Biology or related field and one year of experience in related field.

1.6.8.1 At least one (1) and preferably multiple team members must have experience with Endangered Species Act Section 10 permit(s), or qualify to be included on Endangered Species Act Section 10 permits for vernal pool fairy shrimp, least Bell's vireo and arroyo toad.

1.6.8.2 At least three (3) team members must be approved by U.S. Fish and Wildlife Service to conduct pre-activity surveys, distribution surveys, and ESA Section 7 terms and conditions requirements applicable to FHL for vernal pool fairy shrimp, arroyo toad, San Joaquin kit fox,

bald eagle, California condor, purple amole, California red-legged frog, California tiger salamander, and least Bell's vireo.

1.6.8.3 At least one (1) team member must hold a master bander's permit from U.S. Geological Survey and multiple team members must be on or eligible for inclusion on the master bander's permit to conduct trapping and banding.

1.6.8.4 At least five (5) team members must be capable of acting as subject matter experts in endangered species or game management, and writing professional technical reports acceptable for submission to Federal and State regulators and stakeholders.

1.6.8.5 Biologists shall competently participate in all aspects of natural resource management and research project design, planning, scheduling, and implementation to include comprehensive literature review, study design, data collection, data management, data analysis and interpretation, and technical reporting. Biologist teams shall individually and collectively provide technical competence, knowledge, and experience in terrestrial and aquatic wildlife issues including species biology and habitat requirements, and ecology, especially for endangered species, game and fish species, non-game species, and habitat management issues identified in the INRMP.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor shall attend any post award conference convened by the contracting activity or contract administration office. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the KO will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.10 Contracting Officer's Representative (COR): The COR will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration in accordance with the delegations assigned by the KO. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the specific responsibilities and limitations of the COR. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Personnel: Required personnel include the Technical Project Manager, Wildlife Biologists and Wildlife Technicians. In addition, the contractor shall identify a Program Manager within its senior staff that shall serve as an interface as needed with the Government and have authority to obligate the contractor on all matters related to contract performance.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.13 Contractor Travel: Contractor will be required to travel within CONUS during the performance of this contract to attend meetings, conferences, and training. Contractor personnel will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization by the COR. Travel will not exceed \$3,000.

1.6.14 Data Rights: The Government has unlimited rights to all documents/material produced and data collected under this contract. All documents, materials and data, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents, materials, and data may not be used, sold or disseminated by the contractor without written permission from the Contracting Officer. This right does not abrogate any other Government rights.

1.6.15 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as deemed necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

SAMPLE RTOP

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2. Contracting Officer (KO). A person with authority to enter into, administer, modify, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The KO is the only individual who can legally bind the Government.

2.1.3. Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the contracting officer to monitor contract performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract.

2.1.7. Physical Security. Actions that prevent the loss or damage of Government property.

2.1.8. Quality Assurance. The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. Quality Assurance Surveillance Plan (QASP). An organized, written document specifying the surveillance methodology to be used for Government surveillance of contractor performance.

2.1.10. Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13. Work Week. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
BGEPA	Bald and Golden Eagle Protection Act
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
ESA	Endangered Species Act
FAR	Federal Acquisition Regulation
FHL	Fort Hunter Liggett
GIS	Geographic Information System
HIPAA	Health Insurance Portability and Accountability Act of 1996
INRMP	Integrated Natural Resources Management Plan
KO	Contracting Officer
MBTA	Migratory Bird Treaty Act
NEPA	National Environmental Policy Act
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWE	Directorate of Public Works Environmental Division
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
USFWS	US Fish and Wildlife Service

SAMPLE RTOP

PART 3 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. SERVICES: The Government will provide building maintenance and insect and rodent control to the building(s) the contractor is provided to use.

3.2 FACILITIES: The Government will provide the necessary workspace for use by the contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment.

3.3 UTILITIES: The Government will provide power, water, sewer, telephone communication, and Local Area Network access necessary to maintain an office environment. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible to develop and implement procedures that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish tasks.

3.4 EQUIPMENT: The Contractor will have access to a scanner, fax machine, printer, plotter if available, office lighting, and heating/cooling to maintain an office environment. The Government will provide access to vehicles for on-site travel to and from project sites. The Government will provide standard field equipment necessary to perform surveys, mapping, monitoring, and restoration projects to include binoculars, compasses, cameras and film, GPS equipment, (see Exhibit 4 for a list, subject to change).

3.5 MATERIALS: The Government will provide basic office supplies, installation maps, survey routes and locations, photographs; copies or access to relevant files, GIS data, studies and reports, FHL policies and regulations.

SAMPLE RTOP

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 GENERAL: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

SAMPLE RTOP

PART 5 SPECIFIC TASKS

5. SPECIFIC TASKS:

5.1 BASIC SERVICES.

- a. The contractor shall provide technical support to PWE for natural resources surveys, monitoring and reporting. Technical reports or activity summaries are a component of most tasks. The following tasks are described in sections 5.2-5.10:
 - (1) Coordination and Communication
 - (2) Army Required Training
 - (3) Threatened and Endangered Species Program Support
 - (4) Wildlife, Fisheries and Habitat Management Support
 - (5) Migratory Bird Treaty Act / Bald and Golden Eagle Protection Act Program Support
 - (6) Technical Project Management

- b. A Technical report is a formal written report as well as associated data and collections. Associated data includes copies of field data sheets, GPS data downloads, GIS shapefiles compatible with ArcGIS 10, natural resources collected, and other relevant items or documentation associated with the task. GIS data are incorporated into FHL's environmental GIS dataset. Technical reports are to be professionally written, for example, in accordance with Journal of Wildlife Management 2008 manuscript guidelines relating to style and usage, tables and figures, and literature cited. Technical reports will be acceptable for submission to Federal and State regulators and stakeholders with minimal corrections required by the COR.
 - (1) Survey and monitoring reports will include introduction, methods, data analysis, results, recommendations, and references sections and will be provided professional editing by the contractor prior to draft submittal to FHL. Survey reports include but are not limited to annual monitoring reports for federally listed species, and other similar reports listed in the PWS. Threatened and endangered species reports will include California Natural Diversity Database reports for PWE review and comment prior to submittal to California Department of Fish and Game.
 - (2) Integrated Natural Resources Management Plan annual implementation report is prepared by PWE with information provided by the contractor; survey and monitoring reports are included as appendices of FHL's INRMP annual implementation report.

- c. An activity summary is a correspondence that includes the date of activity, contractor staff involved, a summary of the activity, and information relevant to the task. FHL may use activity summaries to inform management decisions, include in relevant NEPA administrative files, collect information for INRMP annual implementation reports, or similar uses.

5.2 COORDINATION AND SUPPORT

- a. Equipment Support – care for Government furnished equipment, such as daily safety checks of GSA vehicles, maintaining mileage logs, transporting vehicles to Directorate of Logistics for monthly dispatch and to designated maintenance facilities for periodic maintenance; keeping radios and GPS units charged, storing equipment in a safe manner, conduct monthly inventory of Government equipment issued to or otherwise used by the contractor, and similar actions. If Government furnished equipment is lost or damaged, report the loss within one hour of confirmed loss to the COR and PWE Division Chief in accordance with Army and FHL protocols; participate in any investigations regarding lost or damaged Government equipment.
- b. Communication – communicate with the public, Army and PWE regarding the natural resources program; attend non-program specific meetings (program specific meetings are included as part of each program).
- c. Conferences, meetings, presentations – Attend professional conferences and meetings, and prepare and present professional presentations relating to studies performed for FHL, as reviewed and approved by COR. Deliverable: Provide an activity summary of event and any relevant abstracts, reports or presentations to PWE.
- d. Public tours, events, education, and coordination – as requested by PWE, as needed coordinate volunteers and researchers for approved natural resources projects, studies, and tours, and other conservation aspects of public events, such as fishing derbies and public education events.
- e. Document Preparation and Review – as requested by PWE review installation management plans, regulations, policies, etc. and provide natural resources related comments and recommendations; this task applies to documents that are not part of NEPA or conservation programs.
- f. Data Management – manage non-program specific GIS, electronic and hardcopy data files associated with natural resources programs (program specific data requirements are included in tasks for each program).
- g. Environmental Education and Awareness – as requested by PWE, prepare, attend and present briefings and materials regarding Environmental Education and Awareness. Deliverable: Provide an activity summary of event and any relevant presentations to PWE.
- h. On Site Response – provide at minimum one staff member on-site at FHL during normal business hours (Monday – Friday 0800-1630) or notify the COR at least 5 working days in advance. PWE recognizes that contracted functions, such as spotlight surveys, require substantial staff commitment outside of normal working hours.

5.3 ARMY REQUIRED TRAINING, DATA AND FUNCTIONS

- a. FHL Staff – All contract staff must be available to interface with the public and FHL staff as required in the execution of duties identified in this PWS.
- b. Project hours data collection – Provide PWE with a report of hours (summary of effort) committed towards each major task to allow PWE to monitor level of effort, prioritize among competing requirements, and plan for future requirements. PWE provides an Access database to minimize workload for this task. The functions in this PWS mirror the functions listed in the PWE database to minimize contractor effort. Deliverable: monthly report of hours/contractor employee/day.
- c. Army Informational Awareness Training/Common Access Card (CAC) maintenance – all contract staff working on FHL and using Government furnished computers are required to obtain a CAC, which requires up to date course certificates for Army informational awareness training. Deliverable: certificates of completion.

5.4 ENVIRONMENTAL REVIEW SUPPORT. As requested by PWE, provide technical knowledge and expertise to prepare required environmental documents to ensure NEPA compliance, and to implement portions of the INRMP and NEPA mitigation for FHL, with additional special projects from Moffett Field and Parks Reserve Force Training Area.

- a. Prepare and provide to PWE GIS files and maps of proposed project locations. Deliverable: GIS files.
- b. Coordinate with proponents, FHL directorates and PWE to obtain sufficient information to notify PWE of potential impacts.
- c. Review proposed projects for conflicts with natural resources conservation. Conduct pre-, during and post-action monitoring of FHL activities, such as military training and construction, to determine if activities are consistent with those proposed, if minimization and mitigation measures are adequately implemented, and if other conflicts arose. Recommend, place and remove avoidance markers such as Seibert Stakes in accordance with FHL procedures. Monitoring for specific resources (endangered species, migratory birds), are included in resource specific tasks and excluded from this task. Deliverable: Provide an activity summary that includes findings within one day of completing monitoring. Immediately notify PWE of potential violations of federal environmental laws or noteworthy conflicts at the project sites.
- d. Write or review assigned portions of NEPA documents as requested by PWE.

5.5 THREATENED AND ENDANGERED SPECIES PROGRAM SUPPORT. Provide subject matter expertise and coordination to meet Endangered Species Act (ESA) and other requirements for identified species. Primary program objectives and survey methods are described in the INRMP, Endangered Species Management Plans, biological assessments and attendant biological opinions; changes to methods may require PWE to coordinate with US Fish and Wildlife Service (USFWS).

- a. Review and develop protocols, conduct surveys and monitoring, and prepare reports. Monitor distribution and abundance of target species as well as associated exotic and native species. Prepare submissions to California Natural Diversity Database. Control exotic species as warranted. Implement minimization measures to reduce the potential for “take” of federally listed species per ESA Section 7 consultations. Provide recommendations for habitat improvement, for example reseeding or prescribed fire location and timing. Conduct pre-activity surveys and implement habitat improvement measures as requested. Promptly report “take” of listed species to PWE and the FHL Police Department. Maintain biological data and datafiles into approved databases or ArcGIS datalayers. Refer to, review and update Endangered Species Management Plans as warranted.
- (1) San Joaquin kit fox: monitor for presence of kit foxes, carnivores, omnivores, and burrowing owls. Deliverable: survey report.
 - (2) Arroyo toad: monitor arroyo toad reproductive success; bullfrogs, beavers and human disturbance; and arroyo toad presence and site conditions at selected river crossings and other sites. FHL maintains a Native Endangered and Threatened Species Recovery Permit for this species. Deliverable: survey report.
 - (3) Vernal pool fairy shrimp: monitor pools for presence of vernal pool fairy shrimp and disturbance, assess habitat quality, and conduct presence/absence surveys for vernal pool fairy shrimp. FHL maintains a Native Endangered and Threatened Species Recovery Permit for this species. Deliverable: survey report.
 - (4) Purple amole: monitor known sites for presence, disturbance, disease, and seed production; survey new areas for presence of purple amole. Deliverable: survey report.
 - (5) California condor: as requested by PWE, attend USFWS approved training for flushing California condors and monitor and flush condors as needed. Deliverable: activity summary.
 - (6) California red-legged frog: as requested by PWE, survey for presence at selected sites. Deliverable: activity summary.
 - (7) Tiger salamander: as requested by PWE, pool seining and site visits to monitor pools. Deliverable: activity summary.
 - (8) Least Bell's vireo: survey for presence at selected sites. FHL maintains a Native Endangered and Threatened Species Recovery Permit for this species. Deliverable: survey report.
 - (9) Sensitive Species: As requested by PWE, annually monitor species of concern to include but not limited to state listed species (Santa Lucia mint), selected CNPS List 1 plants (*Tropidocarpum capparideum*, *Eriastrum luteum*, *Malacothamnus davidsonii*, *Pentachaeta exilis aeolica*, *Collinsia antonina*), CA species of special concern amphibians (foothill yellow legged frog, spadefoot toads), and bats (pallid, townsend's, red, fringed myotis, long-legged myotis, western mastiff, and big free-tailed). Deliverable: survey report

- (10) Additional species may be identified on FHL or become listed during the course of the contract and require surveys and reporting.
- b. ESA Section 7 – As requested, provide information, prepare, and review documents to include but not limited to, Endangered Species Management Plans, Conservation Agreements, INRMP updates, and biological assessments.
 - c. Annual Reporting – Provide survey summaries for an annual report to USFWS on status and take of federally listed species in compliance with biological opinion requirements. Annual report preparation begins in August and is complete in December. Deliverable: Threatened and Endangered Species (T&ES) survey summaries; maps, figures and data tables for inclusion in PWE's annual reports.
 - d. Riverine Assessment – Conduct Surface Water Ambient Monitoring Program (SWAMP), California Rapid Assessment Method (CRAM) and collect storm water runoff samples at sites selected by PWE to monitor arroyo toad habitat quality and other riverine areas on FHL. Deliverable: survey report.

5.6 WILDLIFE, FISHERIES AND HABITAT MANAGEMENT SUPPORT. Provide technical expertise sufficient to meet game and non-game wildlife and habitat management objectives identified in the INRMP. Ensure that data and information functionally support and inform program decisions. Review and develop protocols, conduct surveys and monitoring, and prepare reports. Enter, organize, and maintain biological data and datafiles into approved databases.

- a. Hunter Registration: Assist with hunter and angler registration during peak periods, including but not limited to deer seasons (most weekends and holidays).
- b. Game Management: Prepare and implement game species components (i.e., deer, elk, upland game, and waterfowl) of the FHL Fish and Wildlife Management Plan as requested. Ensure actions support state-wide game species management and conservation goals. Activities include recommendations for and assistance with the development of FHL's annual deer and elk harvest season and tag request, and harvest reporting to California Department of Fish and Game (CDFG).
- c. Game Harvest and Population Monitoring: Collect harvest and biological data during open deer and elk hunting seasons (most weekends and holidays July - December) as requested. Conduct annual population surveys on FHL for deer and elk, and monitor wood duck nest boxes for reproductive performance, and other species as requested.
- d. Non-game surveys: As requested by PWE, investigate need for large predator (i.e., black bear, mountain lion, and coyote), ground squirrel or other species monitoring and management; implement PWE approved surveys.
- e. Terrestrial Habitat Management: As requested by PWE, conduct photo plots and oak mast surveys; maintain springs and guzzlers and construct new guzzlers; monitor and maintain wood duck nest boxes; conduct habitat improvement projects such as reseeding or recommending prescribed burns (conducted by FHL Fire Depts.); identify and remove unnecessary cattle fencing; investigate the need to alter fencing to improve wildlife movement; install wildlife-friendly fence modifications where appropriate; monitor

vehicle collisions with wildlife; install cautionary wildlife crossing signage where appropriate.

- f. Aquatic Habitat Management: Conduct water quality surveys in fifteen (15) FHL ponds and reservoirs monthly for water temperature, pH, dissolved oxygen, and algae to determine habitat suitability for fish. Coordinate and conduct the control of (i) algae in fifteen (15) FHL ponds and reservoirs with barley bale treatment and (ii) cattail growth with fire and/or mechanical removal to improve aquatic habitat quality and accessibility for anglers. Investigate alternative methods to prevent summer fish kill.
- g. Invasive Species – Identify & map invasive species locations found during other field work. Annually assist PWE and Integrated Training Area Management (ITAM) in invasive species mapping efforts (e.g., yellow star thistle and tamarisk). Annually assist PWE and ITAM in identifying priority areas for invasive species control. As requested, assist with invasive species eradication/control measures in support of Section 5.6.e and 5.6.f.
- h. Fisheries management: Stock fish in at least 4 ponds per year from hatchery source (with appropriate permits) or from capture in other ponds and release into selected ponds as needed to maintain sustainable fisheries in pre-established ponds identified in the INRMP.
- i. Report activities conducted in section 5.6 of this PWS as a survey report per section 5.1. Provide information to PWE for preparation of the INRMP report. Deliverable: survey report.

5.7 MIGRATORY BIRD TREATY ACT (MBTA) AND BALD AND GOLDEN EAGLE

PROTECTION ACT (BGEPA) PROGRAM SUPPORT: Provide technical expertise to meet MBTA and BGEPA requirements. Review and develop protocols, conduct surveys and monitoring, and prepare reports. Primary program objectives and survey methods are described in the INRMP. Additional species may be identified during the course of the project. Monitor distribution and abundance of target species. Provide recommendations for habitat improvement, for example reseeding or prescribed fire location and timing. Implement habitat improvement measures. Assess and implement species protection measures. Promptly report “take” of migratory birds to PWE. Maintain biological data and datafiles into approved databases or ArcGIS datalayers. Update management plans as requested. Prepare submissions to California Natural Diversity Database.

- a. Bald eagle and golden eagle monitoring: monitor eagle presence, reproductive success and habitat usage. Deliverable: survey report.
- b. Avian surveys: provide recommendations for avian surveys to meet FHL objectives. As requested by PWE, conduct breeding bird surveys, Christmas bird counts, and special interest species surveys such as monitoring burrowing owls, tri-colored bird counts, calling owl surveys, and nightjar surveys. Deliverable: survey report.
- c. Monitoring Avian Productivity and Survivorship (MAPS): monitor one station of 10 nets per MAPS protocol. The contractor must maintain a valid Federal Bird Banding Permit. Deliverable: survey report.
- d. Pre-activity surveys for protected birds: as requested by PWE, conduct pre-activity surveys. Deliverable: activity summary.

- e. Bird Air Strike Hazard program – Identify and investigate habitat and food habits of bird and wildlife species involved in strike events. Provide recommendations to minimize BASH. Deliverable: activity summary.

5.8 TECHNICAL PROJECT MANAGEMENT Duties of this position shall not require more than 300 hours per year (Project Management duties have been reduced effective with this TO and consequently are less than the 592 hours per year indicated at Technical Exhibit 3). Technical Project Managers will provide professional oversight to natural resources employees.

- a. Provide technical oversight to support their staff in challenges that require additional subject matter expertise and professional experience.
- b. Provide professional internal review of technical reports prior to submittal for PWE review.
- c. Review protocols for surveys, monitoring, and other activities in this PWS and provide recommendations to improve efficiency, effectiveness and professional quality.

5.9 TRAVEL AND MATERIALS:

- a. Conduct travel to conferences as requested, not to exceed a total cost of \$3,000 as described in section 1.6.13.
- b. Prepare reports to include appropriate numbers of bound hard copies and electronic copies as requested in Exhibit 2 Deliverables Schedule; not to exceed a total cost of \$600 per year (i.e., base and any exercised option year).

5.10 CONTRACTOR MANAGEMENT REPORTING (CMR):

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment

or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

SAMPLE RTOP

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures to include but not limited to Army Regulations such as AR 200-1, AR 200-2; FHL regulations such as FHL Reg. 420-26, FHL Reg. 200-2, and FHL Reg. 350-2.

SAMPLE RTOP

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Technical Exhibit List:

7.1. Technical Exhibit 1 – Performance Requirements Summary

7.2. Technical Exhibit 2 – Deliverables Schedule

7.3. Technical Exhibit 3 – Historical Workload Data

7.4. Technical Exhibit 4 – Government Furnished Equipment (subject to change).

SAMPLE TECHNICAL EXHIBIT 1 PERFORMANCE REQUIREMENTS SUMMARY

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Performance Standard	Performance Threshold/Measure	Incentive / Disincentive
PWS Para. 5.4, 5.5, 5.6, and 5.7. The contractor will be required to perform survey and monitoring actions during daily performance of the contract.	Surveys and monitoring actions shall be accomplished during appropriate timelines and in accordance with the INRMP and programmatic biological opinion and assessment. Survey methods for federally listed species will be approved by USFWS and PWE.	Surveys will be completed as needed 95% of the time. Surveys will meet FHL, US Fish and Wildlife Service and CA Dept. of Fish and Game standards, as applicable. This metric will be reported monthly by the contractor in a monthly activity/significant event report provided to the COR.	Survey related systemic or recurring performance issues may be factored into the Contractor Performance Assessment Reporting System (CPARS) reporting process.
PWS Para. 5.4, 5.5, 5.6, and 5.7. The contractor will be required to collect data during daily performance of the contract.	Data collection will be conducted using established standards and in accordance with the INRMP and programmatic biological opinion and assessment. GIS data will meet current federal standards. Data input to Access databases will accurately reflect field data collection.	Data will be submitted, complete and accurate 95% of the time. Contractor will maintain data sheets, GIS data, and other applicable records identifying the date, location, surveyor(s), type of action, and record of data collected for each survey or monitoring actions, and collect data in FHL approved Access databases. Completed data will be made available to the Army. This metric will be reported monthly by the contractor in a monthly activity/significant event report provided to the COR.	Systemic or recurring performance issues related to daily performance may be factored into future procurement actions (i.e., CPARS input or the exercise of options etc) specific to this contract.
PWS Para. 5.4, 5.5, 5.6, and 5.7. The contractor will be required to prepare and submit draft technical	Submit draft, check-final and final reports IAW the Deliverable Schedule in Technical Exhibit 2. Draft technical reports will	Approved final reports will be submitted on time 95% of the time. This metric will be included in the monthly activity/significant event	Deficiencies related to the reports required by the PWS may be factored into the

Performance Objective	Performance Standard	Performance Threshold/Measure	Incentive / Disincentive
reports of survey and monitoring actions, incorporate Government comments, submit a check-final report for Government review and comment, and submit final reports.	require minimal corrections by the COR, be concise, and meet professional standards, e.g., in accordance with Journal of Wildlife Management 2008 manuscript guidelines relating to style and usage, tables and figures, and literature cited.	report.	CPARS reporting process.

Note: Government surveillance of contractor performance is not limited to the Performance Objectives as outlined in this PRS. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.

SAMPLE TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

This technical exhibit lists any reports or documentation that is required as a deliverable to include the frequency, number of copies, medium/format and who/where it is to be submitted. A deliverable is anything that can be physically delivered but may include non-physical things such as meeting minutes.

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
PWS 5.2c Conference After Action Report(s)	Within 7 working days of the end of the conference or workshop.	1	Electronic via email	COR
PWS 5.2g Environmental Education After Action Report(s)	Within 7 working days of the end of the briefing.	1	Electronic via email	COR
PWS 5.3b Project Hours Report	15 th and last day of each month	1	Electronic using FHL database or contractor MS Excel sheet suitable for import into MS Access	COR
PWS 5.3c Certificates of Completion	Within 7 working days of requirement to complete training	1	Electronic PDF copy	COR
PWS 5.4a ENV Review GIS Data	Within 7 working days of request	1	Electronic GIS data file compatible with ArcGIS 10.	COR
PWS 5.4c	Within 7 working days of request	1	Electronic via email	COR

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
ENV Review Monitoring Activity Summary				
PWS 5.5a SJKF Annual Report	Draft within 30 days of completion of survey; Check final within 30 days of PWE comments; Final within 7 working days of PWE approval and not later than 15 January.	Draft (1) Check final (1) Final (3)	Draft - electronic draft in MS Word; Check final - electronic in MS Word or PDF; Final - MS Word, PDF and bound hardcopy of report; electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).	COR
PWS 5.5a ARTO annual report	Draft within 30 days of completion of survey; Check final within 30 days of PWE comments; Final within 7 working days of PWE approval and not later than 15 January.	Draft (1) Check final (1) Final (3)	Draft - electronic draft in MS Word; Check final - electronic in MS Word or PDF; Final - MS Word, PDF and bound hardcopy of report; electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).	COR
PWS 5.5a	Draft within 30 days of completion of	Draft (1)	Draft - electronic draft in MS	COR

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
VPFS annual report	<p>survey;</p> <p>Check final within 30 days of PWE comments;</p> <p>Final within 7 working days of PWE approval and not later than 15 January.</p>	<p>Check final (1)</p> <p>Final (3)</p>	<p>Word;</p> <p>Check final - electronic in MS Word or PDF;</p> <p>Final - MS Word, PDF and bound hardcopy of report; electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).</p>	
<p>PWS 5.5a</p> <p>Purple amole annual report</p>	<p>Draft within 30 days of completion of survey;</p> <p>Check final within 30 days of PWE comments;</p> <p>Final within 7 working days of PWE approval and not later than 15 January.</p>	<p>Draft (1)</p> <p>Check final (1)</p> <p>Final (3)</p>	<p>Draft - electronic draft in MS Word;</p> <p>Check final - electronic in MS Word or PDF;</p> <p>Final - MS Word, PDF and bound hardcopy of report; electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).</p>	COR
<p>PWS 5.5a</p> <p>CA condor activity summary</p>	<p>Within 7 working days of completion of activity.</p>	1	Email	COR

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
PWS 5.5a CA red legged frog activity summary	Within 7 working days of completion of activity.	1	Email	COR COR
PWS 5.5a Tiger salamander activity summary	Within 7 working days of completion of activity.	1	Email	COR
PWS 5.5a Least Bell's vireo annual report	Draft within 30 days of completion of survey; Check final within 30 days of PWE comments; Final within 7 working days of PWE approval and not later than 15 January.	Draft (1) Check final (1) Final (3)	Draft - electronic draft in MS Word; Check final - electronic in MS Word or PDF; Final - MS Word, PDF and bound hardcopy of report; electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).	COR
PWS 5.5a Sensitive species annual report	Draft within 30 days of completion of survey; Check final within 30 days of PWE comments; Final within 7 working days of PWE approval and not later than 15	Draft (1) Check final (1) Final (3)	Draft - electronic draft in MS Word; Check final - electronic in MS Word or PDF; Final - MS Word, PDF and bound hardcopy of report;	COR

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
	January.		electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).	
PWS 5.5c Army annual report input	Draft input initiated no later than 1 August and completed no later than 30 December.	Draft (1)	Electronic – input into FHL annual report in MS Word with jpg and pdf maps.	COR
PWS 5.5d Riverine assessment annual report	Draft within 30 days of completion of survey; Check final within 30 days of PWE comments; Final within 7 working days of PWE approval and not later than 15 January.	Draft (1) Check final (1) Final (3)	Draft - electronic draft in MS Word; Check final - electronic in MS Word or PDF; Final - MS Word, PDF and bound hardcopy of report; electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).	COR
PWS 5.6i INRMP annual report	Draft(s) 15 October; Check final within 30 days of PWE comments; Final within 7 working days of PWE approval and not later than 15 January.	Draft (1 each) Check final (1 each) Final (3 each)	Draft - electronic draft in MS Word; Check final - electronic in MS Word or PDF; Final - MS Word, PDF and bound hardcopy of report;	COR

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
			electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).	
PWS 5.7a Bald Eagle & Golden Eagle annual report	Draft within 30 days of completion of survey; Check final within 30 days of PWE comments; Final within 7 working days of PWE approval and not later than 15 January.	Draft (1) Check final (1) Final (3)	Draft - electronic draft in MS Word; Check final - electronic in MS Word or PDF; Final - MS Word, PDF and bound hardcopy of report; electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).	COR
PWS 5.7b Avian survey annual report	Draft within 30 days of completion of survey; Check final within 30 days of PWE comments; Final within 7 working days of PWE approval and not later than 15 January.	Draft (1) Check final (1) Final (3)	Draft - electronic draft in MS Word; Check final - electronic in MS Word or PDF; Final - MS Word, PDF and bound hardcopy of report; electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on	COR

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
			collection method).	
PWS 5.7c MAPS annual report	Draft within 30 days of completion of survey; Check final within 30 days of PWE comments; Final within 7 working days of PWE approval and not later than 15 January.	Draft (1) Check final (1) Final (3)	Draft - electronic draft in MS Word; Check final - electronic in MS Word or PDF; Final - MS Word, PDF and bound hardcopy of report; electronic GIS data file(s) compatible with ArcGIS 10; datasheets (electronic or paper depending on collection method).	COR
PWS 5.7d Pre-activity survey activity summary	Within 7 working days of completion of activity.	1	Email	COR
PWS 5.7e BASH activity summary	Within 7 working days of completion of activity.	1	Email	COR

**SAMPLE TECHNICAL EXHIBIT 3
HISTORICAL WORKLOAD DATA**

This technical exhibit lists the historical workload data in two formats: average annualized workload based on February – September 2011 for comparable contracts at FHL (Table 1).

Table 1 to Technical Exhibit 3. Average annualized workload based on February – September 2011 for comparable contracts at FHL by labor category.

ITEM	NAME	ESTIMATED QUANTITY
1	Technical Project Manager	500 hours
2	Wildlife Biologist (5)	9023 hours
3	Wildlife Biologist Technician	1911 hours

**SAMPLE TECHNICAL EXHIBIT 4
GOVERNMENT FURNISHED EQUIPMENT (subject to change)**

This technical exhibit lists the Government furnished equipment for this contract, subject to change.

NAME	QUANTITY
COMPUTER, PERSONAL WORKSTATION	6
MONITOR, COLOR IMPE	6
BINOCULARS	3
SCOPE SPOTTING	1
GEO EXPLORER: GEO XT TRIMBLE	As needed/As available basis
GSA vehicles	As needed/As available basis

SAMPLE Attachment 3 – Submission Instructions/Evaluation Criteria

Instructions for responding to this RTOP:

1. General. The submission instructions are designed to provide general guidance for preparing responses as well as providing specific instructions on proposal/response organization, format, and content. Offerors should include all documents and information requested in the format provided in these instructions. The Offeror is cautioned to follow the instructions carefully, as the Government reserves the right to make an award based on initial responses received without discussion of such response.
 - a. Offerors shall submit a response that is self-sufficient and responds directly to the requirements of the Request for Task Order Proposal (RTOP). The response should be clear, concise, and include adequate detail for effective evaluation. The response should not simply rephrase or restate the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet the requirements of the RTOP. The response should contain sufficient information to enable the Government to fully evaluate and determine the Offeror's capability to comply with the requirements identified in the RTOP.
 - b. Offerors shall provide any assumptions upon which your approach/solution is based, and the rationale supporting the assumption (i.e., why do you believe the assumptions are valid). Express your best understanding of the ramification inherent in the TO. Discuss alternatives considered, risks involved, impact to the missions (both detriment, as well as efficiency), impacts from external sources, etc. Provide any other explanations or supporting data (matrix, charts, or other graphics) determined necessary for the Government to fully understand the Offeror's methodology and approach.
2. The Offeror shall provide its response with a cover sheet that contains the company's name, address and telephone number, name and title of the person authorized to sign and negotiate the TO, offer validation period of sixty (60) days, RTOP number W9124J-12-RTOP-0001 and the original date of response. The original date shall be located in the upper right hand corner of the cover sheet.
3. Response Organization and Format: The response should consist of two (2) volumes (under separate file names). The volumes are: Volume I – Technical Submission, and Volume II – Price Submission. All required proposal documents are due by 28 February 2012 at 4:00 pm (CST). Responses shall be electronic and shall be transmitted via email to robert.b.reeves.civ@mail.mil and luis.o.trinidad.civ@mail.mil.
4. Responses must comply with the page limitations and format specified for each volume. Information submitted beyond limitations identified could negatively impact the evaluation during the rating process. The follow-on paragraphs provide the specific information required for each volume.

Volume	Format	Page Limitation	Number of Copies
Volume I – Technical Submission	MS Word or PDF	10 (Excluding the table of contents) (8.5 x 11 inch paper; 12 Font or larger) Fold-outs used for charts, tables (May not exceed 11" x 17"; 12 Font or larger)	Submission shall be through Electronic mail as per paragraph 3 above.
Volume II – Price Submission	Information shall be put in attachment 1 – Pricing Schedule (CLIN Structure)	N/A	N/A

4.1 Format for responses to Volumes I and II shall be as follows:

- a. A page is defined as one face of a sheet of paper containing information. Foldouts will be counted as two pages.
- b. Typing must not be less than 12 font.
- c. The table of contents does not count against the 10-page limitation.
- d. Documents supporting Relevant Experience or Resumes do not count against the 10-page limitation.
- e. Elaborate formats, bindings or color presentations are not desired or required.

4.2 **Volume I - Technical Submission.** Volume I should be clearly marked “**Volume I, Technical Submission, RTOP # W9124J-12-RTOP-0001**”, and should include the Offeror’s technical submission. Volume I should consist of a written narrative that is the Offeror’s proposed solution to the requirement contained in the Performance Work Statement (PWS) and Performance Requirements Summary (PRS) for this TO. The technical discussion should be practical, straightforward, specific, concise, and complete. Volume I should not include price information. Technical submission should be segregated and partitioned into separate sections, as described below. Each section should include a table of contents. A list of attachments, exhibits, tables, and figures, as required, may be provided. The table of contents will not count against the 10 page limitation. However, any attachments, exhibits, tables, and figures will count against the 10 page limitation.

Technical Response: Offerors should demonstrate an understanding of the tasks required through a comprehensive discussion of your Technical Approach (include discussion of each subfactor listed below). Additionally, any exceptions taken to the terms and conditions of the RTOP and/or any of its formal attachments shall be identified. Each exception shall identify the specific part of the RTOP/PWS to which the exception is taken. Provide rationale in support of

the exception and fully explain the impact, if any, on the performance. Technical, schedule and performance risks associated with the proposal shall also be addressed.

Non-cost Evaluation Factor: Technical Approach. Offeror should demonstrate a thorough knowledge and understanding of how to fulfill the Government's requirement. The Technical Approach will include the following:

Subfactor 1 – Proposed staffing. Offeror shall provide a staffing matrix that clearly depicts the total number of productive man-hours and associated Full Time Equivalents (FTEs), their qualifications and/or experience, recruiting (if needed), retention and replacement (if needed) needed to ensure the reliable performance of services to meet the requirements specified in the PWS. Include an organization chart in your submission that shows all personnel in the proposed organization for the TO and a description of duties for each function listed. The types of personnel included in the descriptions should state personnel titles (i.e., Technical Project Manager, Wildlife Biologist, Wildlife Technician. Ensure that the narrative discusses expected qualifications to serve in each of the positions.

Subfactor 2– Discussion of Site, Assumptions, Regulatory Process and Required Submittals. The offeror shall provide brief background discussion of the requirements at Fort Hunter Liggett and how they would plan to phase in. Specifically, the offeror shall identify any limiting factors and all assumptions made when developing its response to the request for a Task Order proposal. The offeror shall clearly identify its understanding of the regulatory response process and associated field work.

Subfactor 3 – Quality Control. The offeror shall provide a brief description of quality control procedures that will be employed in support of this contract to assure that the product complies with the PWS. Describe methods of QC surveillance and problem resolution.

4.3. **Volume II – Price Submission**. The price submission should be clearly marked “**Volume II, Price Submission, RTOP #W9124J-12-RTOP-0001**”. The offeror shall submit a completed Attachment 1, Pricing Schedule (CLIN Structure).

a. When completing Attachment 1, offerors should submit your price proposals on an aggregate basis as the CLINS have been established based upon a monthly invoice for the aggregate service.

b. The labor pricing built into your FFP proposal shall not exceed the prices established in your original IDIQ (as documented in the accepted pricing matrix). If labor categories are used that were not included in your original pricing matrix, those must be clearly identified in your proposal.

4.4 **Basis of Award**

a. TO proposal evaluation procedures will be conducted in accordance with Federal Acquisition Regulation (FAR) Part 16.505 and supplements thereto. Award will be made to a single offeror who is deemed responsible in accordance with FAR, whose proposal conforms to the RTOP requirements, and whose proposal, and other considerations specified in the RTOP, represents the Lowest Price Technically Acceptable offer. Unreasonable or unbalanced proposed prices may be grounds for eliminating a proposal from competition

b. Evaluation Criteria. Evaluation criteria consist of factors and subfactors. The proposals will be evaluated under two (2) evaluation factors: Technical Approach and Price.

(1) Factor 1: Technical Approach. The offeror's technical approach will be evaluated to assess the offeror's technical knowledge and understanding of the Government's requirement. The subfactors under this factor will be evaluated as follows:

Subfactor 1. Proposed staffing. The Government will evaluate the proposed staffing as it relates to the offeror's technical approach and understanding of the requirement. The staffing matrix will be evaluated to determine whether it clearly depicts the total number of productive man-hours and associated Full Time Equivalents (FTEs), with appropriate professional qualifications and experience to ensure compliance with the PWS. Personnel related issues (recruiting and retention of qualified personnel) will also be evaluated.

Subfactor 2. Discussion of Site, Assumptions, Regulatory Process and Required Submittals. The Government will review the proposed background discussion for the requirement on Fort Hunter Liggett to evaluate how the proposal specifically identifies its understanding of the regulatory response process, the requirements peculiar to the site, and any limiting factors. Additionally, the Government will evaluate the field methods discussed in the proposal to include PWS specific Natural Resource Services techniques.

Subfactor 3. Quality Control. The Government will evaluate the proposed quality control (quality control & management, risk assessment, risk mitigation etc) procedures to be employed.

Adjectival Ratings

Each technical subfactor will receive one of the adjectival ratings defined in the table that follows. The subfactors ratings will be used to determine an overall rating for the factor. Any subfactor that receives an unacceptable rating will result in an overall unacceptable rating for the factor and will not be eligible for award.

ADJECTIVAL RATING	DEFINITIONS
Acceptable	Proposal clearly meets the minimum requirements of the RTOP
Unacceptable	Proposal does not clearly meet the minimum requirements of the RTOP

(2) Factor 2: Price. Price will not be assigned an adjectival rating. The offeror's CLIN prices will be evaluated for reasonableness.

a. Reasonableness – The existence of adequate price competition is expected to support a determination of reasonableness. Other price analysis techniques in accordance with FAR 15.404-1(b) may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price

analysis of Government obtained information, additional information in accordance with FAR 15.402(a) may be required from the offeror to support the proposed price. Unreasonably, low or high proposed prices may be grounds for eliminating a proposal from competition.

b. Total Evaluated Price – The total evaluated price to be used for the determination of reasonableness will be calculated as follows:

- (i) The evaluated price for each CLIN is the aggregate price proposed for the CLIN multiplied by the quantity specified in Attachment 1, Pricing Schedule.
- (ii) The sum of all the CLINs' evaluated price represents the total evaluated price.