Standard Operating Procedures
&
ORDERING GUIDE

Department of the Interior
Design-Build, Construction & Construction Services
Multiple Award Task Order Contract (MATOC)

U.S. Fish & Wildlife Service
Division of Contracting and Facilities Management
4401 N. Fairfax Drive, Suite 7118-43
Arlington, VA 22203

December 2009

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PREFACE

The DOI Design-Build, Construction & Construction Services Multiple Award Task Order Contract (MATOC) Ordering Guide contains the information needed to properly use the contract vehicle to award a Task Order (TO) responsive to the customer's requirements. The Ordering Guide also describes the steps for preparing a requirements package, the roles and responsibilities of key individuals and positions for initiating and managing MATOC Task Orders. It also provides guidance, oversight, review and approval procedures.

The MATOC Ordering Guide is applicable to all DOI organizations and activities delegated authority to award and administer Task Orders against these contracts. Sample documents and forms will be added / deleted as required, and revisions will be made to this ordering guide as necessary.

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PART 1 - GENERAL INFORMATION

DOI Construction MATOC Contractors	
Western United States	**Eastern United States**
C^3, LLC 5990 Greenwood Plaza Blvd., Suite 205 Greenwood Village, CO 80111 Telephone: (303) 741-0404 Fax: (303) 741-0505 Primary POC: Artis Brazee Contract#: 98210AD001 E-Mail: bids@c3-designbuild.com	**Perini Management Services, Inc.** 73 Mt. Wayte Avenue Framingham MA 01701-9160 Telephone: (508) 628-2442 Fax: (508) 628-2357 Primary POC: John Gerstenlauer Contract#: 98210AD002 E-Mail: usfws@perini.com jgerstenlauer@perini.com
CH2M HILL 9191 South Jamaica Street Englewood, CO 80112 Telephone: (720) 286-5151 Fax: (720) 286-9378 Primary POC: Cliff Bjorgum Contract#: 98210AD003 E-Mail: Cliff.Bjorgum@CH2M.com	**MACTEC Engineering and Consulting, Inc.** 3200 Town Point Drive NW, Suite 100 Kennesaw, GA 30144 Telephone: (770) 590-4623 Fax: (781) 246-5060 Primary POC: Randy Knott, PE Contract#: 98210AD004 E-Mail: MACTECDOI@mactec.com RAKnott@mactec.com
URS Group, Inc. 8181 East Tufts Avenue Denver, CO 80237 Telephone: 303-740-3867 Cell Phone: 720-272-1079 Fax: (303) 694-3946 Primary POC: Gregg Batchelder Adams, PE Contract#: 98210AD005 E-Mail: gregg_batchelder_adams@urscorp.com	**BlueScope Construction, Inc.** 1540 Genessee Street Kansas City, MO 64102 Telephone: (816) 245-6886 Fax: (816) 245-6099 Primary POC: Brian Aldrich Contract#: 98210AD006 E-Mail: fwsmatoc@bluescopeconstruction.com rlpearia@bluescopeconstruction.com

Note:

Task Orders will normally be competed among all MATOC contractors within the relevant geographic area, but the government reserves the right to unilaterally issue a task order under exigent circumstances. Technical selection criteria will be established and provided per the requirements of each individual task order. The government also reserves the right to compete a task order among all six MATOC contractors without regard to geographic area if the contracting officer concludes that it is in the government's interests to obtain more than three design-build approaches for particularly complex task orders. Generally all construction-only projects will be competed based on ***price*** only. In contrast, design-build task orders will include both ***technical approach and price*** competition among the contractors.

Payment and Performance bonds and proof of insurance will be required for each task order awarded unless the task order includes only consulting services. Please ensure that all bonds are properly executed, and include a Power of Attorney by the surety with original signatures. Bonds certified by the Small Business Administration must include a Form 990. ***Bonds are due no later than 10 calendar days after Task Order award.*** A notice to proceed will not be issued until the required bonds are received, reviewed and approved by the contracting officer awarding the task order.

A. SCOPE OF THE CONSTRUCTION MATOC

The objective of this contract is to provide comprehensive technical design-build and construction services for all bureaus within the Department of the Interior. Task orders may require work including (but not limited to) investigations, analyses, studies, design-build, construction administration and management, NEPA, archeological and historical compliance, and actual construction. Design services regulated by the Brooks Act are NOT included within the scope of the MATOC. Work may be performed in all 50 states, the District of Columbia, and territories of the United States (including Guam, Puerto Rico, and the U.S. Virgin Islands).

B. CONTRACT PERFORMANCE PERIOD

The MATOC contract provides for an effective five year ordering period, if all option periods / years are exercised. The contract was awarded with a one year base period on December 9, 2009, and four (4) one-year option periods for a potential aggregate total performance period of five years, for each of the six contractors awarded contracts.

C. TASK ORDER PERFORMANCE PERIOD

Individual task order performance periods may extend beyond the contract performance period. However, a task order **may not** have a performance period that extends more than 365 days beyond the final day of the base year, or any exercised option year.

D. CONTRACT CAPACITY

This MATOC contract was awarded with a one year base period, and four one-year option periods for a potential aggregate total of five years. The total aggregate capacity of each contract shall not exceed $400 million dollars. Combined task order awards for the base year shall not exceed $100 million dollars. Combined task order awards for each exercised option year shall not exceed $75 million dollars. The minimum guaranteed award amount per contractor has been set at $10,000.00 per year. Prior to the initiation of a task order, ordering activities / offices are required to verify remaining contract capacity.

E. AUTHORITY TO PLACE TASK ORDERS

All warranted contracting officers of the Department of the Interior are delegated authority to award and administer task orders under this contract provided that the Pre-Award Information Form (see Attachment B) is submitted to the Deputy MATOC Contracting Officer (DMCO) *before* the award is made. All contracting officers seeking to place orders against the MATOC contract agree to comply with the terms and conditions of the MATOC contract, this Ordering Guide, and FAR 16.505(b) Fair Opportunity procedures. The U.S.F.W.S. is responsible for providing all six contractors with fair opportunities as required by FAR 16.505 and may intervene in cases where a task order contracting officer is not providing a fair opportunity to one or more contractors.

Questions regarding the placement of task orders against this contract should be directed to the MATOC Contracting Officer (MCO) or DMCO for this contract:

Jean Chausse (MCO)
4401 N. Fairfax Drive, Suite 7118-43
Arlington, VA 22203
(703) 358-1993
jean_chausse@fws.gov

Alina Sadoveanu (DMCO)
4401 N. Fairfax Drive, Suite 7118-43
Arlington, VA 22203
(703) 358-2172
alina_sadoveanu@fws.gov

F. TASK ORDER FUNDING AND COST RECOVERIES

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. The cost recovery amount for use of this MATOC by other DOI bureaus and U.S.F.W.S. Regions are as follows:

Task Orders awarded by another DOI bureau:
$500 or .25%, of the award amount, whichever is greater.
Task Orders awarded by FWS Region 9 on behalf of another DOI bureau or another FWS Region:
ARRA Funds: $500 or 5% of the award amount, whichever is greater, but no more than $250,000.
Other Funds: $500 or 6% of the award amount, whichever is greater, but no more than $250,000.

For task orders awarded by U.S.F.W.S. on behalf of another bureau, funding must be provided through an Intra-Agency Agreement that includes (1) a statement of work or performance work statement, (2) a finance division point of contact, (3) a technical point of contact, and (4) a statement of whether a separately-funded on-site inspector is required for the project (see Section G. Conflicts of Interest, below).

The U.S.F.W.S. Point of Contact for Finance and Intra-Agency Agreement Issues is:

Kathleen Scully
U.S. Fish & Wildlife Service – Region 9
4401 N. Fairfax Drive, Suite 7029-43
Arlington, VA 22203
(703) 358-1862
kathleen_scully@fws.gov

G. CONFLICTS OF INTEREST

All applicable federal laws and regulations relating to conflicts of interest apply to solicitations and awards of task orders under this contract. Additionally, for this contract the U.S.F.W.S. specifically requires three measures to prevent common conflicts of interest in construction contracts. First, separate task orders are required for on-site inspectors when the ordering activity or office requires an on-site inspector. Such task orders may not be awarded to any contractor or subcontractor working on the project that is to be inspected. Second, no task order may be awarded to a contractor if that contractor or the contractor's subcontractor participated in developing the specifications for the project that is the subject of the task order. Third, no construction task order may be awarded to a contractor if that contractor or the contractor's subcontractor prepared the designs that will be used in the construction project.

PART 2

ROLES AND RESPONSIBILITIES

A. MATOC CONTRACTING OFFICER (MCO) and DEPUTY (DMCO)

The MATOC Contracting Officer and Deputy MATOC Contracting Officer have overall responsibility for management and administration of the MATOC contract, as well as the following:

1) Serving as a general informational point of contact for MATOC customers
2) Providing information regarding the services available under the contracts
3) Providing administrative procedures for placing orders
4) Providing advice and guidance to Ordering Offices as appropriate
5) Gathering, and compiling contractor reviews for evaluation purposes
6) Monitoring base year and option year contract capacities
7) Ensuring fair opportunity is provided to all six contractors

B. TASK ORDER CONTRACTING OFFICERS

The Task Order Contracting Officer is responsible for the following:

1) Serves as the local contracting focal point for coordination and award of task orders
2) Ensuring the task order requirements are within the MATOC contract scope, rates and terms
3) Negotiating task order terms to fit the government's needs
4) Ensuring that task order request packages are properly prepared, and provide all required information
5) Coordinating task order requests with the MCO/DMCO, or designated points of contacts as required, in order to monitor and track primary contract capacity
6) Providing notice to the MCO or DMCO of all task order awards on the form provided (see Attachment B)
7) Preparing contractor Performance Assessment Reports, as required

C. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer shall delegate authority to a Contracting Officer's Representative. This authority is typically to:

1) Accomplish day-to-day surveillance of contractor performance
2) Inform the contracting officer of any potential performance problems
3) Prepare and submit to the contracting officer a written evaluation of the contractor's performance upon completion of the task order.
4) Review invoices in comparison to actual performance accomplished

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 a COR. The COR nomination letter shall indicate the time that will be allocated to perform COR duties.

Task order COR delegations shall 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 and oversight purposes and to properly document the official contract file.

D. **MATOC CONTRACTOR**

The MATOC contractor is responsible for the following:

1) Submitting monthly update reports to the task order contracting officer that updates the status of all task orders submitted and currently in progress
2) Ensuring that performance and deliverables meet the requirements set forth in the primary contract and each individual task order
3) Performing work and providing the services in accordance with the terms and conditions of the task order, and at prescribed levels of quality control
4) Submitting a proposal in accordance with the request from the Ordering Office

PART 3

THE REQUIREMENTS PROCESS AND PLACING ORDERS

A. TASK ORDER STATEMENT OF WORK (SOW) or PERFORMANCE WORK STATEMENT

The Task Order SOW or PWS identifies and describes the customer's needs as accurately and thoroughly as possible, and addresses those needs with statements describing the required services, generally in terms of output. The SOW 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 SOW should address the work to be performed, location of the work, period of performance, delivery schedule, applicable standards, and any special requirements (i.e., security clearances, travel, reports, unique or professional qualifications, special knowledge, NEPA or other applicable environmental laws, NHPA, etc).

B. INDEPENDENT GOVERNMENT ESTIMATES

A conceptual cost estimate preferably based on appropriate unit costs (i.e. square feet, acres) of similar type work or construction. The estimate is often prepared without a fully defined scope of work, and is developed primarily for funding and budgeting purposes, and determining an estimated cost magnitude for the project / task order. The estimate is not intended to be a comprehensive line item estimate, but should account for major cost elements and systems associated with the task order, including:

- Anticipated square footage and building type
- Anticipated site development including existing and proposed facilities
- Anticipated mechanical and electrical needs (i.e., will the structure be heated and/or cooled?)
- Anticipated structural systems
- Anticipated utility needs (i.e., will the site require leach field or well?)
- Anticipated utility systems

C. GRAPHICAL / PICTORIAL / PHOTOGRAPHIC DOCUMENTATION

When applicable the task order request shall include all available, as-builts, floor plans, design drawings, photographs, and other record data and information, for the contractor's use in executing a design/build, or purely construction project. However, it is ultimately the contractor's responsibility to verify actual "as-built" conditions, and request any as-built drawings (if available), that would be applicable to the project.

D. ORDERING PROCEDURES

The task order contracting officer may solicit responses to requirements from the MATOC contractors in written form. A formal task order request should be prepared and issued for each task order requirement. The request and supporting documents should clearly define the scope of the project. As previously stated, the MATOC contractor is required to have estimating, drafting, and design capabilities, either in-house or sub-contracted.

1) **Customer Task Order Request (To Contracting Officer):**
   a. Minimum Requirements
      - Initial Task Order Statement / Scope Of Work (SOW)
      - Sketches, Record Drawings, As-Built Drawings, Photographs
      - Independent Government Estimate (IGE)
      - Estimated Task Order Magnitude
      - All other pertinent documents, records, samples, manufacturers' data, cut-sheets, etc.
      - Points of Contact

2) **Task Order Request (To Contractor):**
   a. Minimum Requirements
      - Contracting Officers Cover Letter (including applicable deadlines)
      - Estimated Task Order Magnitude
      - Points of Contact (including COR)
      - Initial Task Order Statement / SOW or PWS
      - Sketches, Record Drawings, As-Built Drawings, Photographs, Submittal List
      - All other pertinent documents, records, samples, manufacturers' data, cut-sheets, etc.

   b. After receipt of a formal task order request from the contracting officer, the contractor will organize, coordinate, and conduct the task order site visit and/or pre-proposal meeting if necessary. After the task order site visit and/or pre-proposal meeting, and verification/finalization of all requirements, the contractor submits its initial project plan for review by the government (technical and contracting representatives). The contractor must submit the project plan within the time prescribed in the contracting officer's cover letter. The government will review, make comments as necessary, and accept or reject the contractor's project plan.

3) **Site Visit / Pre-Proposal Meeting**

   One of the primary benefits of utilizing the MATOC is expedited procurement and award of projects. **Therefore, contractor responsiveness under the terms of this contract is paramount.** Once the contracting officer or his/her designated representative notifies the contractor of an existing requirement, the contractor is expected to expeditiously prosecute all task order requirements, including coordination and scheduling of the task order site visit, and preparation and submission of contractor proposals.

   The task order contracting officer, as appropriate, may schedule pre-award and pre-construction site visits and/or a pre-proposal meeting. The contracting officer may also provide information to contractors through any other method, but reasonably equivalent information must be provided to all contractors that will be or have been requested to provide a proposal.

4) **Review / Evaluation of Contractor Proposals and Responses**

The government will review all proposals and comment on them as necessary. The government reserves the right to conduct negotiations on proposals and reserves the right to award task orders without discussions. For projects of $1M or more, the Task Order Contracting Officer will include as an evaluation factor the offeror's commitment to utilizing local small business concerns in performance of the resulting contract. DOI's goal is to spend 60% of the contract value in the local area. For the purposes of this

contract, "local area small business" is defined as a business residing or primarily doing business within the project state, or within a 60 mile radius from the project site. The relative importance of the LASSO factor in relation to other factors is at the CO's discretion.

For projects of less than $1M, the task order contracting officer may choose to include LASSO as an evaluation factor, and the relative importance to other factors is at the CO's discretion.

5) Task Order Negotiation & Award

a. For negotiation purposes, the final IGE will be used to establish the government's basis for negotiation, and negotiation strategy, but the contractor's estimate (line items and quantities), are the items to be negotiated.
b. Once the contracting officer receives the final RFQ package, and the final IGE from government technical representatives, negotiations are conducted to discuss and reconcile ONLY line items with significant quantity/cost differences between the contractor's, and government's final estimates.
c. Dependent on the line item in question, quantity / cost differences greater than 3% to 10% should be negotiated and reconciled.
d. Each proposed task order must be reviewed by the Office of the Solicitor if the value of the task order exceeds the threshold for review set for the bureau making the award.
e. Each proposed task order that will be funded by the American Recovery and Reinvestment Act (ARRA) must be reviewed by the Office of Acquisition and Property Management (PAM) as required by Department of Interior Guidance (DIG) ARRA-2009-01 and its amendments.

PART 4

CONTRACT / TASK ORDER ADMINISTRATION AND MONITORING

A. CONTRACT & TASK ORDER ADMINISTRATION

The MCO and DMCO are responsible for contract administration and management of the primary MATOC contract. Under no circumstances shall any understanding, agreement, contract modification, or any other action in deviation from the terms and conditions of the primary contract, be effective or binding upon the Government. All such actions must be initiated and executed by the MCO.

The MCO and DMCO are available to answer questions concerning planning and developing task orders, review and approval procedures, provide overall guidance and oversight for MATOC task orders, and general information regarding the MATOC contract.

All contract administration associated with individual task orders will be performed by the contracting officer issuing the task order.

B. PERFORMANCE ASSESSMENT REPORT (PAR)

At the completion of each MATOC task order that exceeds $100,000, the task order contracting officer shall complete a Performance Assessment Report and forward it to the MCO or DCMO (FAX 703-358-1875). The MCO will include completed PARs in the primary contract file. The preparation and completion of the PAR is the responsibility of the task order contracting officer but should include input from the COR. For task orders that do not exceed $100,000, completion of a PAR is optional. All PARs shall be submitted to the MCO within 15 days from contract close-out.

C. SUBCONTRACTING PLAN AND ANNUAL SUBCONTRACTING REPORTS

Task orders that are expected to exceed $1,000,000 require a subcontracting plan in accordance with FAR 52.219-09. This requirement is optional for task orders that are not expected to exceed $1,000,000. The Contractor shall maintain an up-to-date list of all subcontracts under the task order and provide it to the MCO twice each year and as requested by the MCO. The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. This report shall include the name of the subcontractor, service to be performed, performance period, and total amount of subcontract.

Consistent with clause FAR 52.219-09 Small Business Subcontracting Plan the contractor shall provide a report to the MCO that details the dollar amount of all subcontracts awarded to small businesses, small disadvantaged businesses, Section 8(a) program businesses, HUBZone businesses, women-owned businesses, and service disabled veteran owned businesses for all task orders awarded during the preceding fiscal year. The report must also show the percentage for each of those categories of the combined awarded value of all task orders awarded to the contractor for that fiscal year. The report must also describe the contractor's efforts to meet the Department of the Interior's contracting goals for that fiscal year as well as any additional goals that the task order contracting officers negotiated prior to the award of a task order.

Local Area Small Business Subcontracting Plan Supplement

In addition to the requirements of clause 52.219-9 Small Business Subcontracting Plan, the contractor shall submit to the contracting officer a supplement to the report identifying which subcontractors on the report

are local area small businesses, and the % of the total task order dollars that were awarded to local area small businesses. DOI's goal is to spend 60% of the contract value in the local area. For the purposes of this contract, "local area small business" is defined as a small business residing or primarily doing business within the project state, or within a 60 mile radius from the project site. Failure of the contractor to comply in good faith with the plan for utilization of local area small businesses submitted with its proposal will be reported as part of the task order past performance evaluation.

D. MONTHLY PROGRESS REPORTS

The Contractor shall provide monthly progress reports to the MCO. The monthly reports shall address the status of all submitted task orders, and all currently being worked. The report for each month is due no later than close of business, the 7th day of the following month. Monthly progress reports shall as a minimum, contain the following information:

1) A listing of ALL task orders submitted and issued during the month, to include:
    a. Ordering Office / Contracting Officer
    b. Task order number and date of issuance
    c. Bureau name
    d. Facility / Location of work
    e. Brief description of task order work (In the event that the task order spans multiple areas, select the task area that represents the preponderance of work)
    f. Total amount ordered and obligated under each task order, including any modifications
    g. Performance period of each task order including options
    h. Scheduled percent complete, and actual percentage completed
    i. Concerns, problems encountered, and how addressed
    j. Future actions required by government

2) Cumulative summary of total dollars ordered and obligated to date on all task orders
3) Cumulative summary of dollars ordered and obligated by Bureau
4) A listing of all task orders estimated and negotiated, but not awarded

E. CHANGES IN TEAM MEMBERS/SUBCONTRACTORS

The contractor may not add team members or primary sub-contractors to the awarded contract team without prior authorization to do so. The contractor shall advise the MCO of team member deletions as they occur.

The contractor is 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. Changes to contractor team composition that will impact more than one task order shall be executed at the primary contract level. Requests to modify team composition may be submitted to the MCO at any time.

F. GOVERNMENT PROPERTY

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. Office automation equipment to perform routine office tasks is considered contractor supplied.

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.

G. CONTRACTOR STAFF TRAINING

The contractor shall provide fully trained and experienced technical and lead personnel required for task order performance. Training of contractor personnel shall be performed by the contractor at its own expense.

H. 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 the Department of the Interior, bureau, local, 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 the bureau
2) The Contractor and his/her employees shall observe all rules and regulations pertaining to fire, safety, sanitation, severe weather, admission to the facility, and conduct not directly addressed in this contract
3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of all Government and Contractor personnel connected with performance under this contract
4) Take such additional immediate precautions as the Contracting Officer or COR may reasonably require for safety and accident prevention purposes.

I. CONTRACT / TASK ORDER MANAGEMENT

The Contractor shall submit a Task Order Plan (TOP) in response to all task order requests. The TOP shall include the Contractor's approach to satisfy the task order requirements, including assumptions, risks, risk mitigation, etc. The contractor shall manage and execute task orders using performance based service contracting (PBSC) techniques to the greatest extent possible.

1) **Contract-Level Program Management:** The contractor shall provide the technical and functional program management necessary for the management of the primary contract, and all subsequent task orders. Productivity and management methods such as Quality Control, Configuration Management, Work Breakdown Structuring, and Personnel Management/Scheduling at the task order level shall be developed and provided to the COR, by the contractor. The contractor shall provide centralized administrative, clerical, documentation and related functions.

2) **Task Order Management:** The contractor shall prepare a TOP describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements of each task order throughout its execution.

J. ADDITION OF CLAUSES AT THE TASK ORDER LEVEL

Clauses may be added at the task order level in so much as they do not conflict with clauses included in the primary contract. For example, Option clauses 52.217-8 titled Option to Extend Services and, 52.217-9 titled Option to Extent the Term of the Contract may be included and tailored at the task order level. Other clauses that may be included where required or necessary (e.g., clauses addressing site visits, Davis-Bacon, liquidated damages, NHPA requirements, NEPA and other applicable environmental standards).

If the Task Order Contracting Officer is using the LASSO evaluation factor, he/she shall include a clause to the effect:

Local Area Small Business Subcontracting Plan Supplement

In addition to the requirements of clause 52.219-9 Small Business Subcontracting Plan, the contractor shall submit to the contracting officer a supplement to the report identifying which subcontractors on the report are local area small businesses, and the % of the total task order dollars that were awarded to local area small businesses. DOI's goal is to spend 60% of the contract value in the local area. For the purposes of this contract, "local area small business" is defined as a small business residing or primarily doing business within the project state, and within a 60 mile radius from the project site. Failure of the contractor to comply in good faith with the plan for utilization of local area small businesses submitted with its proposal will be reported as part of the task order past performance evaluation.

K. TASK ORDER FEEDBACK

Although the Contracting Officer is not required to provide debriefings for task orders, it is highly recommended and encouraged that feedback be given to the MATOC contractors regarding the strengths and weaknesses of the contractor's overall response and execution. During the feedback session, the Government should discuss what was required and expected of the contractor and if those expectations were met. The feedback is provided only as a courtesy to the contractor to assist the contractor in preparing and executing future task orders. The feedback may be provided orally, in writing or by any other method deemed appropriate by the task order contracting officer.

L. TASK ORDER CONTRACT FILE

The official task order file will be maintained, and administered at each ordering office.

M. INVOICES AND PAYMENTS

The contract calls for invoices to be paid within 14 days.

For task orders awarded by the U.S. Fish & Wildlife Service Region 9, all invoices must be e-mailed to the Contracting Officer's Representative (COR) and the contracting officer (CO). The COR must review and approve or reject the invoice within five calendar days. The CO must review and approve or reject the invoice within five calendar days of receiving the COR's approval. After both the COR and CO have approved the invoice, the invoice will be transmitted to the Region 9 Budget Analyst for payment by the 14-day deadline.

For questions regarding invoices or the status of payment for task orders awarded by FWS Region 9, contact the Region 9 Budget Analyst:

Frank Wooten

4401 N. Fairfax Drive, Suite 7118-43
Arlington, VA 22203
(703) 358-1758
Frank_Wooten@fws.gov

For task orders awarded by other FWS regions or other DOI bureaus, invoicing instructions shall be provided on each task order issued.

PART 5

ATTACHMENTS

A. Request for Proposal

B. Pre-Award Information Form

C. Task Order Award Letter

D. COR Appointment Letter

ATTACHMENT A

United States Department of the Interior
U.S. FISH & WILDLIFE SERVICE
Division of Contracting and Facilities Management
4401 N. Fairfax Drive, Suite 7118-43
Arlington, Virginia 22203

Date

Name of DOI MATOC Contractor(s)

Reference: United States Fish & Wildlife Service
Contract No. _____

Subject: Request for Proposal
[Describe Project]
[Describe Project Location(s)]

Pursuant to Clause 52.216-18, "Ordering", of the General Provisions of the above referenced contract, you are hereby requested to submit a quotation to provide [describe project and project location(s)]. This work shall be based on the attached [Statement of Work or Performance Work Statement].

Identify all labor categories, hourly rates, and the number of hours to complete this work. Also, include costs associated with travel, including but not limited to, airfare, per diem, taxi, rental, parking and hotel.

The completion for this work shall be __ calendar days from the issuance of a signed Task Order.

Please submit your proposal within __ calendar days of receipt of this letter.

Sincerely,

[Contracting Officer's Name]
Contracting Officer

ATTACHMENT B

DOI Design-Build, Construction & Construction Services MATOC

Pre-Award Information Form
for all Task Orders and Modifications that Change the Amount Awarded

DATE: _____

FROM: _____
Task Order Contracting Officer

Address: _____

_____

Phone: _____

E-mail: _____

TO: Alina Sadoveanu
Deputy MATOC Contracting Officer
FAX (703) 358-1875 or alina_sadoveanu@fws.gov

IDIQ Contract No.: 98210-A- _____

Project Name, Location, Congressional District _____

Name of Contractor: _____

Task Order No.: _____

Task Order Amount: _____

Amount based on ☐ Actual Value or ☐ Expected Value (check one)

Method of Acquisition (check one)

☐ Competed among all six MATOC contractors

☐ Competed among all three contractors for the eastern United States

☐ Competed among all three contractors for the western United States

☐ Non-competitive direct award

☐ Other: _____

Performance Assessment Report: Please note that a completed Performance Assessment Report (PAR) must be submitted to the MATOC Contracting Officer at the completion of any task order that exceeds $100,000. For other task orders, submission of a PAR is optional.

ATTACHMENT C

United States Department of the Interior
U.S. FISH & WILDLIFE SERVICE
Division of Contracting and Facilities Management
4401 N. Fairfax Drive, Suite 7118-43
Arlington, Virginia 22203

Date

Reference: Task Order#: _____

Task Order Title: _____

Subject: Task Order Award Letter

Contractor
Address
City, State Zip

Congratulations! Your company has been awarded a Task Order in the amount of $_____ for the above referenced project. Please sign the original order / contract documents where indicated. Retain copies as necessary for your records, and return the original to the ordering contracting officer for this task order.

Your primary point of contact for coordinating specific project details, and arranging park access, is the designated contracting officer's representative (COR), _____ (XXX-XXX-XXXX and e-mail address), and/or the local on-site representative _____ (XXX-XXX-XXXX and e-mail address).

Month Day, Year shall be the first day of the performance period of _____ calendar days, which will expire on September 4, 2008 unless extensions are granted by this office.

A pre-construction meeting will be held prior to the start of on-site construction. The date and time for this meeting will be on or before May 14, 2008.

If you require further assistance or have any questions please contact me at (XXX) XXX-XXX.

Sincerely,

_____

Contracting Officer's Name
Contracting Officer

ATTACHMENT D

Memorandum

United States Department of the Interior
U.S. FISH & WILDLIFE SERVICE
Division of Contracting and Facilities Management
4401 N. Fairfax Drive, Suite 7118-43
Arlington, Virginia 22203

To: XX NAME XX
XX DIVISION XX
Contracting Officer's Representative

From: XXXX, Contracting Officer

Subject: Appointment of Contracting Officer's Representative

In accordance with Department of the Interior Acquisition Regulation (DIAR) 1401.670 you are hereby appointed Contracting Officer's Representative (COR) for the Contract No. XXX. This contract has been awarded to *XXXX* as a result of requisition *XXXX*.

This appointment authorizes you to monitor the contractor's technical efforts to ensure that performance strictly conforms to the terms of the contract. You will also be the primary interface between the contractor and the Contracting Officer on matters pertaining to the contractor's technical effort.

This appointment does not authorize you to direct the contractor to perform work beyond that described in the contract, nor does it authorize you to take any other action not specifically stated in this letter or its attachments.

This appointment is effective immediately and expires when the contract is completed, including resolution of any outstanding claims or disputes, or when rescinded in writing by the undersigned Contracting Officer or successor. Notify the Contracting Officer as soon as you become aware of any condition or event that prevents you from carrying out your duties as COR, whether on a temporary or permanent basis. This document provides summary information about the contract and also describes your responsibilities in more detail. If you have any questions about the duties described, please contact _____. Please acknowledge that you accept this appointment and its attachments by endorsing and returning a copy of this memo.

XXXXX
Contracting Officer

Attachments
<u>Acknowledgement</u>

I have received, read and accepted this appointment including its attachments.

_____ _____
Contracting Officer's Representative Date

INSTRUCTIONS TO CONTRACTING OFFICER'S REPRESENTATIVE
CONTRACT INFORMATION SUMMARY

Contract No.: XXX

Contractor: XXX
Address, POC

Special Contract Features:

Delivery Orders:[X] Not applicable
[ ] Submit requisitions for issuance of delivery orders as need arises

Options: [ ] Not applicable
[X] At least 30 days prior to option exercise date, submit either a completed acquisition request or notice of intent not to exercise option.

Incremental Funding: [X] Not applicable
[ ] Provide DI-1 requisition for additional funding when current obligation has been 85% consumed and 30 days prior to each new fiscal year covered by the contract.

Payment Method:[ ] Interim Cost Vouchers
[X] Progress Payments
[ ] Full/Partial Payments subject to Prompt Payment Act late interest penalties

Inspection Period: [X] 7 calendar days
[ ] _____ calendar days. See clause _____.
[ ] Items must perform satisfactorily for 30 day performance period. See clause _____.

Warranty Period: [X] Not applicable
[ ] _____ day (month) commercial warranty
[ ] 12 (month) warranty under Government warranty clause.

Government Furnished Material: [X] Not applicable
[ ] Provide items listed in _____.

Contractor Progress Reports: [ ] Not required
[X] Required. See clause __52.242-2_____.

Invoices shall be submitted to the Contracting Specialist within 5 calendar days of receipt, no exceptions. If out of the office designate a secondary POC and submit to the Contracting Specialist.

COR Signature _____

INSTRUCTIONS TO CONTRACTING OFFICER'S REPRESENTATIVE

When performing your duties under this designation, you must constantly be aware of the need to protect the Government's interests. Avoid any act that places you in a real or apparent conflict-of-interest position, which may compromise the Fish and Wildlife Service's position or impair public confidence in the Service's integrity or independence.

1. Preparation

You are the official Government representative for technical matters under this contract. To prepare for these duties we recommend the following actions be taken:

A. Read and make sure you understand the terms of the contract. Discuss any unclear areas with the Contracting Officer. In particular, make sure you understand the administrative procedure required for initiating actions under the contract, such as issuance of delivery orders or exercise of contract options, including your responsibilities for initiating additional requisitions.

B. Create and maintain a file to document your actions as COR under this contract. The file should include:

1. Your copy of the contract, delegation memo, and these instructions
2. Copies of any relevant correspondence;
3. Record of any telephone conversations or other communications with the contractor; and
4. Other records of the contractor's performance, such as reports of process inspections, visits to the contractor's facility and service reports. These items will vary depending on the nature of the contract.

C. Review the contract's schedule for deliveries, completion dates, option/renewal dates, and any other report or data submission dates, and establish a log or tracking system to make sure you will be prepared and available for upcoming actions.

2. Physical Access to Government Facilities and System Access

Federal Management (Service) Regulations

Contractor personnel entering Service-controlled spaces located in support of the subject contract shall comply with all Federal Management Regulations (such as 41 CFR 101-20), Service-issued physical security policies, and access procedures that may be in effect during this agreement. Individuals are also subject to such checks as deemed necessary to ensure that no violations occur. Federal or Local Law Enforcement personnel have the right to deny entry to facilities in support of this contract, or remove an individual from the installation for conduct that endangers the health or safety of people or for protection of property.

Space Access and Keycards

It is the responsibility of the Service Program, through their designated Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR), to coordinate physical access to Service-controlled space for their contractor employees. Programs may refer to, and must comply with, local Standard Operating Procedures. Contractors, working through the Program COR, must complete any applications with appropriate approvals prior to receiving an access keycard to Service-controlled space. Programs must ensure that keycards are returned to the COR or a Program representative, then to local security officials, as contractor employees are dismissed or terminated or when the contract expires or project is completed.

If logical system access is required, the COR must work with the contractor to complete and submit the appropriate paperwork and control access to appropriate information systems management. At the beginning of a contract, at the end of each fiscal quarter, and when the period of performance of a contract ends the COR must collect and provide the Contracting Officer with the contractor personnel names, locations, contract number, the period of performance, and the systems accessed.

Upon project completion, the COR will ensure the contractor follows the local policies to perform exit clearance activities. All of the project documentation should be transferred to the Contracting Officer.

The COR must ensure that each contractor is in full compliance with Department of Interior Acquisition Policy Release DIAPR 2010-04 dated Dec 3, 2009 implementing the Homeland Security Presidential Directive -12 (HSPD-12.) You may obtain a copy of this policy by contacting your Contracting Officer.

COR Initial_____

3. General and Administrative Information

A. Know the scope and limitations of your authority (stated in contract clause G.1) and use reasonable care in exercising your authority.

B. Safeguard the contractor's confidential business and technical information. Confidential information may include proposal pricing, technical documentation, or personnel data. Do not release any information without first consulting the Contracting Officer to determine if such release of information is permissible.

C. Notify the Contracting Officer immediately of any matter related to this contract that may need his or her action.

D. Furnish the Contracting Officer copies of all pertinent trip reports, conference reports, and copies of all correspondence.

E. Certify that the contract has been satisfactorily completed and all deliverable items have been received and accepted.

F. After the contract is completed, you may be required to write an evaluation of the contractor's technical performance. If a specific form is required, it will be provided by the Contracting Officer.

G. Notify the Contracting Officer whenever you become aware of events or changes, whether permanent or temporary, which will impair your ability to perform any of your duties as COR.

When necessary due to distance or geographic dispersion of sites you may designate other employee(s) to perform inspections or monitor stated aspects of performance. These individuals may act as your "eyes and ears" at the worksite, but may not be delegated your authority to make decisions or to represent the Government in the technical communications with the contractor. You should instruct any such employees to immediately refer to you any potentially controversial matters they encounter with the contractor.

4. Limitations

In accordance with DIAR 1401.670-5 the COR is not authorized under any circumstances to:

A. award, agree to, or execute any contract, contract modification, or notice of intent;

B. obligate, in any way, the payment of money by the Government;

C. make a final decision on any contract matter which is subject to the clause at FAR 523233-1, Disputes; or

D. terminate, for any cause, the contractor's right to proceed.

5. Technical Liaison, Monitoring and Inspection

A. Interpret Government drawings and specifications for the Contracting Officer and, upon specific written authorization from the Contracting Officer, provide that information to the contractor.

B. Review contractor requests for travel, overtime, equipment, or subcontracting not approved by the Contracting Officer before award. Analyze the contractor's technical and management reports.

C. Provide the Contracting Officer with technical recommendations on Government or contractor-proposed changes, including assessments of their specific impact on the contract and its cost or price. Upon request of the CO, assist in negotiating post-contract claims and termination adjustments.

D. Observe the contractor at work to determine if performance complies with the contract. This includes observation of the work system, methods and execution.

E. Immediately bring to the contractor's attention any potentially hazardous working conditions. The contractor is always required to comply with federal Occupational Safety and Health Administration (OSHA) guidelines, as well as state and local requirements for workplace safety, even on a federal facility.

F. Immediately alert the Contracting Officer to any possible contractor inadequacies, discrepancies, or questionable practices so that corrections can be made before the problems become significant. Advise the Contracting Officer of the following situations:

1. Possible changes in contractor management or key personnel

2. Potential labor disputes or workforce problems;

3. Disagreements with contractor about specification/SOW requirements or other potential disputes with the contractor, technical or otherwise.

4. Lack of progress that may jeopardize the performance/delivery schedule.

5. Hazardous working conditions, including contractor's planned corrective action.

G. If a potential dispute or delinquency arises, your communications with the contractor must be limited to fact-finding and obtaining recommendations from the contractor on efforts he proposes to achieve compliance with the specifications. Avoid any discussions with the contractor concerning disputed matters, to prevent later charges that you agreed to or directed any changes in the contract terms.

H. Do not agree to any revised delivery or completion date or start date for services. Also, be careful not to make statements the contractor could arguably infer as an authorized extension, such as indicating that you do not really need the item by the specified date. If you "informally" waive or extend the original date and the contractor's performance becomes even more delinquent, it may be impossible for USFWS to enforce contract terms or use the contract's remedies.

I. If the Government will be billed based on hours worked, monitor the contractor hours expended (including overtime) and determine whether the qualifications of workers performing under the contract are commensurate with qualification requirements stated in the contract.

6. Inspection and Acceptance

A. Inspect all deliverable items, services, or materials to determine satisfactory compliance with the contract. Recommend to the Contracting Officer acceptance or rejection of all contract deliverables.

B. For off-the-shelf commercial items, inspection is usually limited to verification of:

1. Type and kind (Is this the item we ordered - correct size, color, model or part number, if specified in contract.)

2. The quantity delivered

3. Any visible damage (including damage to packing materials for items subject to internal damage from rough handling)

4. Operability (Is it in working order?)

C. For services not involving deliverable end items, services are generally monitored and accepted upon completion of work or at the end of the month.

D. You are usually entitled to 7 days to inspect deliverable item(s). If your item requires detailed inspection or acceptance testing, the contract probably provides a longer period. A clause in Section E of your contract shows if a longer acceptance period is planned. Make sure you act promptly to perform your inspections or acceptance testing within the allotted time. If you have doubts about the item's compliance with the specification, do not accept it just because the acceptance period is running out. Be advised, however, that delays in inspection may result in payment of interest penalties to the contractor once the items are finally accepted.

E. Acceptance Test Procedures: If you provided or requested special acceptance testing procedures during the solicitation phase of the procurement, they will be found either in Section C or E (or perhaps in an attachment referenced there). Be sure you precisely follow the version of those procedures found in the contract award document, not a previous or subsequently revised version. If you find the acceptance test procedures need to be revised, ask the Contracting Officer to modify the contract to incorporate the changes.

F. Performance [Test] Period: Highly complex items (such as ADP) typically are required to perform successfully in the Government's working environment for a specified period (usually 30 days) before the Government accepts the item. If the contract contains such a requirement, it will be found in either Section C or E. Language there will include acceptable downtime percentages or mean time between failure standards, or other factors to be used to determine when the equipment has satisfied the performance [test] period requirements.

If the delivered items (equipment, photography, report, etc.) do not meet the contract's inspection or acceptance requirements or fail an acceptance test, immediately inform the Contracting Officer of this fact.

7. Invoices and Payment

Review and approve contractor invoices for payment. If this contract is subject to the Prompt Payment Act, the Government must pay interest penalties if invoices are not paid on time. Interest penalties will be paid out of your program funds.

NOTE: CONTRACT PAYMENT PROCEDURES ARE NOT THE SAME AS YOU MAY HAVE PREVIOUSLY USED FOR SMALL PURCHASE ACTIONS. PLEASE FOLLOW CAREFULLY THE INSTRUCTIONS GIVEN BY YOUR CONTRACTING OFFICER REGARDING HANDLING OF INVOICES.

A. Partial/Final Payments

Immediately upon acceptance of item(s)/services, certify the invoice. Record on the invoice 1) the date goods were received (or services completed), and 2) the date accepted.

Forward the original invoice to your servicing paying office. Keep a copy for your records and provide a copy to the Contracting Officer for the contract file.

If the contract (clause R91110) instructs the contractor to send invoices to the Contracting Officer:

The CO will date stamp the invoice to record the invoice receipt date and forward the invoice to you with instructions on where to send the invoice when you have certified it.

All these dates are necessary in order for Division of Financial Management (DFM) to compute the correct payment due date. Payment is due 14 days from the "constructive" acceptance date (7 days after receipt of goods, unless the contract provides longer) or the actual acceptance date, whichever occurs first. If the invoice is not received until after acceptance, payment is due 14 days after receipt of the invoice. If invoice receipt date is not recorded, the invoice issue date is used to compute payment due date.

In order to avoid interest penalties and take advantage of discounts, the certified invoice needs to be submitted to DFM immediately after acceptance.

B. Progress Payments

If Progress Payments are allowed under this contract, you are responsible for reviewing the invoice to determine if the work is progressing under the contract in accordance with the schedule. If you have any suspicion that the contract work is falling behind schedule or that the billings are running ahead of the work you must notify the Contracting Officer immediately. After you review and approve a progress voucher, the Contracting Officer must also review and certify it for payment.

C. Interim Cost Vouchers

If this is a cost contract, the contractor is entitled to be reimbursed periodically for all reasonable costs incurred in performing the contract. You should review such vouchers to make sure charges are commensurate with observed performance. It is your responsibility to question or accept direct charges such as labor, materials, travel, etc. Alert the CO if the billing includes material or equipment charges for items which have not been delivered to the work site. The Contracting Officer is responsible for verifying correctness of indirect rates, fringe benefits and fee, if any. After you approve the voucher, return it to the Contracting Officer, who will also approve and forward the voucher to DFM.

8. Government Furnished Material, Equipment, Facilities (GFM)

A. You are not authorized to provide any Government-owned (or leased) equipment or supplies or use of Government space to the contractor, other than those specifically listed in the contract.

B. If a need arises to provide Government-furnished property, supplies or facilities (other than any items already listed in the contract), promptly advise the Contracting Officer so that the contract can be modified to reflect this change in GFM and so any appropriate adjustments to the contract can be negotiated with the contractor.

C. If the contract provides (or is modified to provide) for the Government to furnish facilities, supplies, or equipment for performance of work under the contract, it is your responsibility to insure that such items are provided at the times and places stated in the contract, in satisfactory condition. You should keep a record of the date the items were provided and obtain a receipt acknowledgement from the vendor. This document serves to protect both the Government (in event of a dispute with the contractor) and the local custodial and accountable property officers (in event controlled property is lost or damaged in the contractor's possession).

D. Items of controlled property must never be furnished to a contractor without the knowledge and consent of both the accountable and custodial property officers and without the item being listed in the contract. Local property management procedures hold employees who improperly transfer controlled property liable for any loss or damage to such property. See the Property Management Handbook for procedures regarding designation of property officers and requirements for maintenance of property records.

E. During performance of the contract, it is your responsibility to monitor the contractor's use and care of any Government-furnished equipment or materials. If you believe the contractor is using the items for unauthorized purposes or is not providing adequate maintenance or security for the property, you are authorized to bring your concerns to the contractor's attention. If the contractor does not agree to remedy the problem, or indicates that your requested action will delay or increase the cost of performance, refer the matter to the Contracting Officer.

F. If an item of controlled property is reported lost, stolen or damaged by the contractor, or becomes worn out through normal wear and tear, you must make sure the action is reported to the Contracting Officer. You are also required to submit appropriate property report forms in accordance with established bureau property management procedures.

G. When work is completed, it is your responsibility to arrange for return of any residual GFM (including all items of controlled property). After its return, inspect the GFM and report any deficiencies to the Contracting Officer. Make sure controlled property records are updated to reflect any additions, deletions, or changes to controlled property items and/or designated property officers.