

ORDERING GUIDE

Army Environmental Command
Environmental Compliance Services
(AEC-ECS)
Multiple Award
Indefinite Delivery/Indefinite Quantity

Administered by:

Army Contracting Command
Mission and Installation Contracting Command (MICC)
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TABLE OF CONTENTS

Title	Page
Chapter 1: General Information	1
A. Overview	1
B. Purpose	1
C. Applicability	1
D. Scope	1
E. Ordering Period	1
F. Program Ceiling	1
G. Suites	1
H. Competition	2
I. Authority to Place Orders	3
J. Fee for Use	3
K. Prime Contractors	3
Chapter 2: Roles and Responsibilities	4
A. Procuring Contracting Officer (PCO)	4
B. Mission and Installation Contracting Command and Principal Assistant Responsible for Contracting	4
C. Task Order Ombudsman	4
D. Task Order Contracting Officers	4
E. Task Order Contracting Officer's Representative (COR)	5
F. Prime Contractors	5
Chapter 3: The Requirements Process and Placing Orders	6
A. Acquisition Planning	6
B. Performance Base Work Statement (PWS)	6
C. Funding	6
D. Task Order Types	6
E. Security Requirements	6
F. Fair Opportunity	7
G. Ordering Procedures	7
H. Minimum Order	7
I. Request for Task Order Response (RTOP)	7
J. Task Order Pricing	9
K. Changes in Team Members/Subcontractors	9
L. Government Property	10
M. Organization Conflict of Interest (OCI) at the Task Level	10
N. Work on a Government Installation	13
O. Contractor Staff Training	13

Title	Page
Chapter 3: The Requirements Process and Placing Orders (continued)	
P. Task Order Review and Approval Procedures	13
Q. Unauthorized Work	14
R. Selection of Contractor and Documentation to Support Task Order Award	14
S. Task Order Notifications/Debriefing	14
T. Contract Services/Contractor Manpower Reporting	15
U. Task Order Official File	15
V. Task Order Release	15
Chapter 4: Task Order Process	16
A. Task Orders Less Than \$5 Million (Installation Order Offices) or Less Than \$10 Million (Center Ordering Offices)	16
B. Task Orders Exceeding \$5 Million (Installation Ordering Offices) or Exceeding \$10 Million (Center Ordering Offices)	17
Chapter 5: Task Order Monitoring and Contract Administration	19
A. Task Order Review and Approval Procedures	19
B. AEC-ECS MICC POC	20
C. Contract Administration of Master Contracts	20
D. Contracting Officer's Representative	20
E. Performance Assessment Report (PAR)	20
F. Quality Assurance Surveillance Plan (QASP)	21
G. Metrics	21
Attachments	23
1. AEC-CRS Contractors	24
2. AEC-CRS Delegation of Contract Authority (DCA) Request Form	26
3. Sample Request for Task Order Proposal (RTOP) Packet	28

CHAPTER 1 GENERAL INFORMATION

A. **Overview:** The objective of US Army Environmental Command, Environmental Compliance Services (AEC-ECS) Enterprise Solution is to provide an acquisition alternative for acquiring performance based Environmental Compliance 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 defined 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 provided in each task order.

B. **Purpose:** The AEC-ECS 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-ECS Task Orders, plus guidance, oversight, review and approval procedures.

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

D. **Scope:** AEC-ECS provides qualified personnel, materials, facilities, travel and other services to provide environmental compliance technical assistance for the Army on environmental compliance requirements in five (5) broad categories:

- Category 1: Survey, Inventory, or Investigation
- Category 2: Program Improvement
- Category 3: Sampling and Analysis
- Category 4: Training
- Category 5: Environmental Compliance Review

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 (July 1, 2020). The AEC-ECS provides for a two-year ordering period, a two-year optional ordering period, and a one-year optional ordering period.

The basic ordering period is July 9, 2010 through June 30, 2012. Two-one year optional ordering periods are included as follows:

1st Optional Ordering Period: July 1, 2012 through June 30, 2014

2nd Optional Ordering Period: July 1, 2014 through June 30, 2015

F. **Program Ceiling:** The AEC-ECS program has a collective ceiling of \$130 million that will be measured against all task orders awarded over the entire base plus each exercised optional ordering periods.

G. **Suites:** AEC-ECS was solicited and awarded as a result of one solicitation with two suites: a restricted suite that was a 100% set-aside for small business concerns (hereafter referred to as

the small business or restricted suite) and a full and open competition suite (hereafter referred to as the unrestricted suite).

H. Competition:

(1) Competition under the AEC-ECS contracts is separated by specific dollar thresholds. To ensure maximum opportunities for small businesses under the small business suite, task orders below the thresholds identified below must be competed strictly within the small business suite:

- <\$600K for any single year task order
- <\$1.2 M for a TO with base + 1 option year
- <\$1.8 M for a TO with base + 2 option years
- <\$2.4 M for a TO with base + 3 option years
- <\$3.0 M for a TO with base + 4 option years

Task orders at or above the thresholds would be open to competition from the Contractors in both the restricted suite and the unrestricted suite:

- ≥\$600K for any single year task order
- ≥\$1.2 M for a TO with base + 1 option year
- ≥\$1.8 M for a TO with base + 2 option years
- ≥\$2.4 M for a TO with base + 3 option years
- ≥\$3.0 M for a TO with base + 4 option years

NOTE: *The Contracting Officer reserves the right to unilaterally increase or decrease these thresholds identified above based on an annual analysis of the results of the task order competitive process. If small businesses are successfully competing for task orders above the identified thresholds then the thresholds will be adjusted accordingly. This adjustment will be capped at \$5M and have a floor of \$450K. While the thresholds will be expressed in a base plus options format initially, this may be reduced to a single threshold based on the annual analysis. Comments from the awardees will be solicited before any unilateral change in the thresholds is implemented.*

(2) Small businesses must comply with Federal Acquisition Regulation (FAR) clause 52.219-14, Limitation on Subcontracting on task order competitions where the unrestricted suite awardees are permitted to compete. However, if the small business rule of two or more small business concerns in the unrestricted suite applies, task order competition must also comply with FAR Subpart 19.502-2(b). Therefore, if the Task Order Contracting Officer has a reasonable expectation to receive two or more responses from small business concerns and the small business concerns can meet the terms and conditions of FAR clause 52.219-14, the Task Order Contracting Officer must set aside the requirement for small business concerns regardless of dollar value.

(3) Competition defined in FAR 16.505(b) as the provisions of fair opportunity at the task order level shall occur in the restricted suite and the unrestricted suite. The Task Order Contracting Officer must determine under which suite the requirement will be competed. The Contractors from the unrestricted suite would be permitted to compete on task orders below the identified thresholds only if adequate competition or reasonable pricing was not obtained from the small business suite (as demonstrated by actual task order competitions). This approach ensures that small businesses will be provided an opportunity to compete on all task orders issued under these requirements, but provides flexibility to the industry base and the Government for environmental requirements that may evolve in the future.

(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-ECS 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-ECS Contracting Officer at MCO – Fort Sam Houston prior to commencing procurement under this IDIQ. Request for delegations must be approved by the AEC-ECS 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-ECS agree to comply with the terms and conditions of the AEC-ECS 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 or agency 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-ECS prime Contractors are as follows:

Restricted Suite

- ✓ Aerostar Environmental Services, Inc
- ✓ AH Environmental Consultants
- ✓ Analytical Services, Inc
- ✓ Clover Leaf Environmental Solutions
- ✓ Environmental Consulting and Training Services (ECATS)
- ✓ Northgate Environmental Management
- ✓ SSRM Science & Technology, LLC
- ✓ Veetech, P.C

Unrestricted Suite

- ✓ Battelle Memorial Institute
- ✓ CH2M Hill, Incorporated
- ✓ Science Applications International Corporation (SAIC)

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

CHAPTER 2 ROLES AND RESPONSIBILITIES

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

- Serving as point of contact for AEC-ECS 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 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-ECS 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 the restricted or unrestricted suite AEC-ECS Contractors;
- Ensuring that Quality Assurance Surveillance 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 a Contract Performance Assessment Report (CPAR), as required; and
- Submitting a semi-annual report to the MICC IDIQ KO regarding Contractor performance and ceiling usage

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;
- Interface/oversee other Task Monitors; and
- 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 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-ECS contracts include an approved combined acquisition strategy/plan. 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. 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 definitized as quickly as possible in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.217-7027 (Contract Definitization) utilizing a "not to exceed" ceiling amount provided by the Contractor in the task order.

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-ECS 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-ECS Contractors (to satisfy this requirement, the Ordering Office is allowed to provide an email to all AEC-ECS Contractors notifying them of the requirement and requesting a response if the Contractor is interested in submitting a proposal or quote);
- Afford all AEC-ECS 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 Response (RTOP):** The Task Order Contracting Officer may solicit responses to requirements from AEC-ECS 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.

A 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 completing of submissions in response to the request and order placement procedures that will be employed;
- additional clauses/provisions unique to the task order;
- period of performance and CLIN structure instructions;
- 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 Officers 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-ECS 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-ECS 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. Past performance information should already be readily available in program and technical offices. 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-ECS ordering process. However, refer to FAR 16.505 regarding postaward notices (FAR 15.503) and debriefing of awardees (FAR 15.506) for task orders exceeding \$5 million dollars.

J. Task Order Pricing:

The Pricing Matrix included in each AEC-ECS Contractor's contract provides 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 CAP 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-ECS Contracting Officer. However, the rates for the additional labor categories should be commensurate with the pricing methodology employed to establish the rates awarded with the basic contract. 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.

a. 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-ECS contract, regardless of task order type used. Profit and fee for each labor hour quoted/billed is included in the fully burdened labor rates.

(1) 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 "CAP" rates. The "CAP" rates represent the highest rates that will be authorized to be paid under this contract. The "CAP" rate is inclusive of profit/fee regardless of task order type selected at the task order level.

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

b. Travel: Reimbursement for travel, subsistence, and lodging is authorized under this contract vehicle and 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.

c. 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. 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-ECS 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 "CAP" labor rates included in each Contractor's AEC-ECS 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.

(2) 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.

(3) 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.

a) 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.

b) 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.

c) 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 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. Please ensure that you go to the MICC SharePoint site to verify that you are following the latest implementation guidance (when AI 00-02 gets replaced).

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-ECS 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 biased 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-ECS 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-ECS 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. The CMR was designed to collect and report data regarding labor costs associated with the contract workforce and the organizations and missions that the contract workforce support. The Contractor Manpower Reporting will 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.

V. **Task Order Release**: Upon release of the initial task order, a copy of that task order shall be forwarded to the AEC-ECS Contracting 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-ECS scope. The Ordering Office conducts market research to determine whether AEC-ECS is the appropriate vehicle to satisfy the customer's requirement.
3. The Ordering Office determines which AEC-ECS suite of master contracts best accommodates the Task Order requirement (Unrestricted or 100% Small Business set-aside suite of multiple IDIQ contracts).
4. The Ordering Office prepares Mini Acquisition Strategy for Ordering Officer approval (recommended but not mandatory).
5. The Ordering Office prepares Request for Task Order Response (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).
6. The Ordering Office submits RTOP and attachments to local legal office for review.
7. The Ordering Officer submits RTOP to AEC-ECS 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 request revised responses, evaluation board evaluates and documents revised responses. If discussions are not conducted, the Ordering Officer prepares Task Order Decision Document.
12. The 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.
13. The Ordering Officer prepares 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 conducts debriefings sessions if desired to unsuccessful participants.

17. The Ordering Office administers Task Order files and submits copy of awards to the MATOC Contracting Officer.

B. Task Orders Exceeding \$5 Million

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-ECS scope. The Ordering Office conducts market research to determine whether AEC-ECS is the appropriate vehicle to satisfy the customer's requirement.

3. The Ordering Office determines which AEC-ECS suite of master contracts best accommodates the Task Order requirement (Unrestricted or 100% Small Business set-aside suite of multiple IDIQ contracts).

4. The Ordering Office prepares the Request for Task Order Response (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).

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

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

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

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

9. 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).

10. 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.

11. 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.

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

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

14. Ordering Officer submits Task Order Award to MATOC Contracting Officer at MICC Fort Sam Houston for tracking purposes.

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

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

17. Ordering Office administers Task Order files and submits copy of award documents to the MATOC 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-ECS 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-ECS 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-ECS 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-ECS 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-ECS 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 Environmental Compliance Services 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-ECS Delegation of Contract Authority (DCA) Request Form

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

Attachment 1

Prime Contractors – RESTRICTED SUITES

Contractor	Cage Code
Aerostar Environmental Services, Incorporated 11181 St. Johns Industrial Jacksonville, Florida 32246 (904) 565-2820	1G2B1
AH Environmental Consultants 804 Omni Boulevard, Suite 201 Newport News, Virginia 23606 (757) 873-4959	1GZZ6
Analytical Services, Incorporated 8600 Snowden River Parkway, Suite 300 Columbia, Maryland 21045 (410) 312-3535	099D9
Clover Leaf Environmental Solutions, Incorporated 11005 Spain Road, NE Albuquerque, New Mexico 87111 (505) 314-0682	4MTN2
Environmental Consulting and Training Services (ECATS) 1100 Marion Street, Suite 301 Knoxville, Tennessee 37921 (856) 521-9898	1RLK1
Northgate Environmental Management, Incorporated 300 Frank H. Ogawa Plaza, Suite 510 Oakland, California 94612 (510) 839-0688 x 214	42UJ4
SSRM Science & Technology, LLC 4924 1 st Avenue N. Birmingham, Alabama 35222 (205) 595-8188 x 803/801	5CWX5
Veetech, P.C 113 Centrewest Court Cary, North Carolina 27513 (919) 388-0037 x 102	1C9B0

Prime Contractors – **UNRESTRICTED SUITES**

Contractor	Cage Code
Battelle Memorial Institute Corporate Operations 505 King Avenue Columbus, Ohio 43201 (614) 424-5447	79986
CH2MHill, Incorporated 1000 Abernathy Road, Suite 1600 Atlanta, Georgia 30328 (770) 604-9095	1KPR1
Science Applications International Corporation (SAIC) 151 Lafayette Drive Oak Ridge, Tennessee 37831 (865) 481-4617	0T5L1

ATTACHMENT 2

AEC-CRS 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-CRS Contracting Officer at MICC-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-CRS 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-CRS 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-0005

Date of Issue: 27 July 2012

Description of Services: Environmental Compliance Services (ECS) West Point

Location of Services: San Antonio, TX

Closing Date/Time: 25 August 2012 at 1:00 pm (CDT)

Questions Due: 31 August 2012 at 1:00 pm (CDT)

Dear Army Environmental Command – Environmental Compliance Services (AEC-ECS) Partners:

This is a Request for Task Order Proposal (RTOP) for services to be provided under the AEC-ECS Indefinite Delivery/Indefinite Quantity (IDIQ) contract vehicle. The U.S. Army Environmental Command has a requirement for Environmental Compliance Services to be performed at West Point, NY. Fair opportunity is herein provided to all AEC-ECS small business suite 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

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 commence 01 October 2012 and continue through 30 September 2013. 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 Kenneth Spencer at (210) 466-2159 (email: kenneth.b.spencer4.civ@mail.mil) or Luis Trinidad, 210-477-2130 (email: luis.o.trinidad.civ@mail.mil).



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

Attachment 1 - Pricing Schedule (CLIN Structure)

CLIN	Description	Quantity	Unit	Unit Price	Amount
0001	Environmental Compliance Services FFP Contractor to provide services in accordance with the enclosed Performance Work Statement for the period of 01 October 2012 through 30 September 2013	12	MO	\$ _____	\$ _____
0002	Contractor Manpower Reporting (CMR) Not Separately Priced Contractor to provide services in accordance with the enclosed Performance Work Statement.	1		NSP	NSP
Total Base Period					\$ _____

Attachment 2 – Performance Work Statement/Performance Requirements Summary

PERFORMANCE WORK STATEMENT (PWS)

Environmental Compliance Services at West Point, NY

TABLE OF CONTENTS

PART 1, GENERAL INFORMATION

1.1 BACKGROUND

1.2 GENERAL REQUIREMENTS

PART 2, DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS

PART 3, GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES

PART 4, CONTRACTOR FURNISHED PROPERTY AND SERVICES

4. CONTRACTOR FURNISHED PROPERTY

PART 5, SPECIFIC TASKS

5. SPECIFIC TASKS AND DELIVERABLES

PART 6, TECHNICAL EXHIBIT LIST

6. TECHNICAL EXHIBITS

6.1 TECHNICAL EXHIBIT A – PERFORMANCE REQUIREMENTS SUMMARY

6.2 TECHNICAL EXHIBIT B – DELIVERABLES SCHEDULE

6.3 TECHNICAL EXHIBIT C – HISTORICAL WORKLOAD DATA

APPENDICES

APPENDIX I Hazardous Waste Management Services

APPENDIX II Clean and Maintain the Indoor Pistol/Rifle range at Bldg 665

APPENDIX III Clean and Maintain Range 14 Laser Shot Indoor Firearms Training System

PART 1
GENERAL INFORMATION

1.1 BACKGROUND

1.1.1 Type of Contract. This is a firm fixed price task order (TO) to a non-personal services and performance based services acquisition contract.

1.1.2 Objective. The objective of this TO is to provide technical support to the US Army Garrison West Point environmental compliance programs. Work performed under this TO is intended to fulfill the need for labor, data, analysis or planning necessary for installations to remain in compliance with regulatory programs.

1.1.3 Scope. Services include managing installation hazardous waste and cleaning and maintaining two indoor rifle ranges for the U.S. Army Garrison West Point as listed below and explained further in separate appendices attached to this TO for each project.

1.1.3.1 Hazardous Waste Management Services. The contractor shall be responsible for picking up and delivering hazardous wastes from various accumulation points and generators from around post and delivering them to a central accumulation area. Delivering containers, spill kits and other materials to these generators. Operating and maintaining the installations central 90-day hazardous waste accumulation site and waste drop off point. Conducting inspections and training for installation waste generators.

1.1.3.2 Clean and Maintain The Indoor Pistol/Rifle Range at Bldg 665. Clean and remove brass, remove and replace filters from building HVAC system, remove and replace backstop materials, HEPA vacuum and wash the firing points and range area.

1.1.3.3 Clean and Maintain the Shoot House at the Camp Shea Training Area. Clean and remove brass, remove and replace filters from building HVAC system, remove and replace backstop materials, HEPA vacuum and wash the range area.

1.2 GENERAL REQUIREMENTS

1.2.1 Period of Performance. Services are to be completed in accordance with the period of performance identified at Attachment 1.

1.2.2 Post Award Conference/Periodic Progress Meetings. The Contractor agrees to attend any post award conference convened by the contracting agency in accordance with Federal Acquisition Regulation 42.5. The contracting officer, Contracting Officer's Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer 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 will be at no additional cost to the Government.

1.2.3 COR. The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in process or schedule. The COR is not authorized to change any terms and conditions of the task order.

1.2.4 Key Contractor Personnel. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this TO. The contract manager or alternate shall generally be available between 8:00 a.m. to 4:30 p.m. EST, Monday through Friday except Federal holidays or when the government facility is closed for administrative reasons.

1.2.5 Quality Control. 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; two copies (one each) 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.

1.2.6 Quality Assurance. The Government shall evaluate the contractor's performance under this contract in accordance with the Performance Requirements Summary (PRS; Section 6.1 of this TO) 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

1.2.7 Recognized Holidays: The contractor is not required to perform activities on federal holidays:

Martin Luther King Jr.'s Birthday	President's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	New Year's Day

1.2.8 Applicable Laws and Regulations. It shall be the contractor's responsibility to identify all applicable federal, state, local and Army regulations and to apply them to all work performed under this TO.

1.2.9 Security Requirements. The contractor shall address all security requirements ensuring proper security clearances are in place to perform all work. All classified information shall be protected by the contractor to the degree and extent required by Army regulations, policies, and procedures. All contractor personnel shall be responsible for the physical security of their work areas.

1.2.9.1 Access to Government Information Systems. All contractor employees with access to a Government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system and then annually thereafter. All contractor employees and associated subcontractor employees must

complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

1.2.9.2 Antiterrorism Training. All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 5 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 5 calendar days after completion of training or within five days from the date that its new employees start work on the Federal installation (whichever comes first). This is required for all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

Note: there are two training courses described under Section 1.6.7. DoD Information Awareness Training is addressed at paragraph 1.6.7.1.1 and the Antiterrorism Level I Awareness Training addressed in this paragraph. The website for the Information Awareness Training is <https://ia.signal.army.mil/DoDIAA/> and the website for the Antiterrorism Level I Awareness Training is <https://atlevel1.dtic.mil/at/>. Completion of both is solely the responsibility of the contractor.

1.2.9.3 Identification of Contractor Personnel. All contractor personnel attending meetings, performing field work or otherwise working in situations with this TO where their contractor status is not obvious are required to identify themselves as such to avoid creating the impression that they are Government officials. Additionally contractor personnel shall wear and display whatever badges and passes are required by local installation security procedures.

1.2.10 Contractor Travel. Contractor travel will be required to attend a kickoff meeting at each installation and to conduct field work at each installation. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this TO. All travel requires Government approval/authorization and notification to the COR.

1.2.11 Data Rights. The Government has unlimited rights to all documents/material handled and produced under this TO. All documents and materials 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 and materials may not be used or sold by the contractor without written permission from the contracting officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purposes.

1.2.12 Geospatial Data Requirements. The Contractor shall adhere to all applicable federal, DoD, and Army geospatial data standards for tasks and deliverables in this PWS. The contractor shall submit raw data and documentation on their collection process for Government use in creating data layers and complete metadata for submission to "Army Mapper." The horizontal accuracy of any geospatial data created by the contractor shall be tested and reported in accordance with the National Standard for Spatial Data Accuracy (NSSDA) and the results shall be recorded in the metadata. All data must have a datum of WGS84 and a defined projection.

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

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

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

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

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

2.2 ACRONYMS

AR	Army Regulation
AST	Above Ground Storage Tank
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DOD	Department of Defense

FAR	Federal Acquisition Regulation
GIS	Geographic Information System
GPS	Global Positioning System
GSA	General Services Administration
KO	Contracting Officer
NYCRR	New York Codes, Rules and Regulations
NYSDEC	New York State Department of Environmental Conservation
NYSDOL	New York State Department of Labor
NYSDOH	New York State Department of Health
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
OWS	Oil Water Separators
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SAP	Satellite Accumulation Points (for hazardous waste)
TE	Technical Exhibit
UST	Underground Storage Tank

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1 Services. The Government will provide escorts as required to conduct field work on installations.

3.2 Materials.

3.2.1 The Government will provide maps, permits, and reports listed for each project in the separate project appendices attached to this TO.

3.2.2 The Government will provide waste containers and spill absorbents.

3.2.3 The Government will provide office space for two people in Bldg 1236.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 Services. Except as described in Section 3 of this TO, the contractor shall furnish all labor, plant, facilities, vehicles, equipment, fuel and services to meet the requirements under this TO. The contractor shall repair or replace at the contractor's expense anything that has been damaged or destroyed as a consequence of the contractor's performance of work under this TO.

4.2 Materials. The contractor shall furnish all materials to meet the requirements under this TO except as described in section 3.

4.3 Equipment. The contractor shall furnish all equipment to meet the requirements under this TO except as described in section 3. The contractor is responsible for providing a vehicle capable of transporting the waste materials included in this TO.

PART 5 SPECIFIC TASKS

5. SPECIFIC TASKS AND DELIVERABLES

5.1 Basic Services. The contractor shall provide services of managing installation hazardous waste, conducting monthly storage tank inspections and maintenance, cleaning and maintaining two indoor rifle ranges, and conducting facility asbestos surveys for the U.S. Army Garrison West Point as listed below and described further in separate appendices of this TO.

5.1.1 Hazardous Waste Management Services.

5.1.2 Clean and Maintain the Indoor Pistol/Rifle range at Bldg 665.

5.1.3 Clean And Maintain Range 14 Laser Shot Indoor Firearms Training System.

5.2 Participate in Kick-Off Meetings. The contractor shall plan for and attend a kick-off meeting with Army stakeholders at each of the six installations with work to be performed under this TO. The intent of each kick-off meeting will be to introduce stakeholders, review the scope of the project, and discuss expectations. The draft Work Plan described in Section 5.2 above will be provided a minimum of 15 days in advance of a kick-off meeting. All kick-off meetings are to be conducted within 60 days of Notice to Proceed.

5.3 Conduct Records Review and Field Work. The contractor shall conduct necessary records review and field work to satisfy the requirements under this TO and provide each deliverable and workload data identified in the separate project appendices of this TO. All records review and field work shall be completed within 150 days after Government approval of the final Work Plan.

5.4 Prepare Reports. The contractor shall prepare a monthly status report describing the work accomplished for each of the projects covered under this TO. Each report shall contain all required data to satisfy the deliverables described in each project appendix attached to this TO.

5.5 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 effect other remedies as deemed necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

5.6 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://cmra.army.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.

PART 6
TECHNICAL EXHIBITS

6. Technical Exhibit List:

6.1 Technical Exhibit A – Performance Requirements Summary

6.2 Technical Exhibit B – Deliverables Schedule

6.3 Technical Exhibit C – Historical Workload Data

Performance Requirements Summary

6.1 The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance thresholds provided below describe the minimum acceptable levels of service required for each requirement.

Performance Objective	Performance Standard	Performance Threshold/Measure	Incentive / Disincentive
Customer Satisfaction (Quality of Service)	Performance meets all technical and functional requirements. Deliverable reports contain all required data and meet all applicable requirements.	Performance and deliverables meet all TO requirements. Performance delivered with no re-performance/rework at least 90% of the time. Problems that are encountered are minor and resolved in a satisfactory manner.	Recurring issues related to customer satisfaction may result in truncation of the Period of Performance and may be factored into future procurement actions (i.e., CPARS input or the exercise of options etc) specific to this contract.
Adherence to Schedule	Task Order milestones, data and submission dates, and period of performance are met or exceeded.	Contractor provides acceptable or superior deliverable in accordance with (IAW) coordinated milestones and/or the project schedule outlined in the Task Order (excluding Government caused delays).	Systemic or recurring performance issues related to the adherence to schedule may result in the truncation of the Period of Performance and may be factored into future source selection decisions
Maintenance of the two indoor ranges	Clean & Maintain range at Bldg 665 and Range 14 at the Camp Shea Training Area.	Reference paragraph 5 and appendix II & III of the PWS	
Hazardous Waste Management Services	Task Order requirements met or exceeded	Performance compliant with terms and conditions of the Task Order (see details below).	Systemic or recurring performance issues related to Waste Management may Result in truncation of
Operate a central hazardous waste accumulation site at Bldg 1241	Allows for 90-days of accumulation	Reference appendix I	the Period of Performance and may be factored into future source selection decisions.

Performance Objective	Performance Standard	Performance Threshold/Measure	Incentive / Disincentive
Service order requests	Respond within 2-days	Reference paragraph 2.1 of appendix I	
Inventory accountability	Maintain current inventory with MSDSs or waste profile sheets	Reference paragraph 2.6 of appendix I	

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.

TECHNICAL EXHIBIT B
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.

6.2 Deliverables Schedule

DELIVERABLE	FREQUENCY	NUMBER of COPIES	MEDIUM/FORMAT	SUBMIT TO
Draft Work Plan, TO Section 5.2	Within 30 days of Notice to Proceed	1	Microsoft Office MS Word, Excel Soft Copy	Contracting Officers Representative (COR)
Draft Final Work Plan, TO Section 5.2	Within 15 days of receipt of Government comment or concurrence on Draft Work Plan	1	Microsoft Office MS Word, Excel Soft Copy	Contracting Officers Representative (COR)
Final Work Plan, TO Section 5.2	Within 15 days of receipt of Government comment or concurrence on Draft Final Work Plan	1	Microsoft Office MS Word, Excel Soft Copy	Contracting Officers Representative (COR)
Monthly Reports	Within 7 th day of each month for previous month	1	Microsoft Office MS Word, Excel Soft Copy	Contracting Officers Representative (COR)
Hazardous Waste and Universal Waste Training Materials	Within 90 days of notice to proceed	1	Microsoft Office MS Word, Excel Soft Copy	Contracting Officers Representative (COR)
Universal Waste Monitoring and Management Plan	Within 120 days of notice to proceed	1	Microsoft Office MS Word, Excel Soft Copy	Contracting Officers Representative (COR)

TECHNICAL EXHIBIT C
HISTORICAL WORKLOAD DATA

This technical exhibit lists the historical workload data as average annualized workload for comparable contracts at West Point (Table 1).

6.3 Table 1. Average annualized workload for comparable contracts at West Point by labor category.

NAME	ESTIMATED QUANTITY (Hours/Year)
Supervisory Environmental Protection Specialist	400
Environmental Protection Specialist	3200

APPENDIX I

HAZARDOUS WASTE MANAGEMENT SERVICES

1. BACKGROUND INFORMATION.

1.1 Mission: West Point, The U.S. Military Academy, is a four-year co-educational federal undergraduate college located 50 miles north of New York City. The world's preeminent leader development institution, it was founded in 1802 as America's first college of engineering. Its mission remains constant: to educate, train, and inspire the Corps of Cadets so that each graduate is a commissioned leader of character committed to the values of Duty, Honor, and Country.

<http://www.usma.edu/mission.asp>

1.2 Location: The United States Military Academy (USMA) at West Point is an Installation Management Command (IMCOM) installation located approximately 50 miles north of New York City on the Hudson River in the Town of Highlands in Orange County. All visitors to West Point must enter through either Thayer or Stony Lonesome Gates. The nearest airport to West Point is the Stewart Airport. Driving directions and other information on West Point can be found at

<http://www.usma.edu/visiting.asp>.

1.3 Size: The campus and central post area comprise only a small portion, approximately 2,000 acres, of the nearly 16,000 acre reservation. According to the Department of Defense Base Structure Report Fiscal Year 2008 Baseline, West Point Military Reservation occupies 16,068 acres. It supports a population of 6,011 military, 2,221 civilian and 2,267 other employees/students. There are 962 buildings with a total square footage of 9,906,822.

<http://www.acq.osd.mil/ie/download/bsr/BSR2008Baseline.pdf>

1.3.1 West Point operates a central 90-Day hazardous waste accumulation site at Bldg 1241 where most hazardous waste is consolidated prior to shipment for disposal. Hazardous waste is accumulated in nine other buildings across post in satellite accumulation points. Once the accumulation at a satellite point is reached, or upon request, the waste is transported to the central 90-day site. Hazardous waste can also be generated at any facility on post. A copy of the last hazardous waste annual report is included at the end of this appendix. In addition to hazardous waste, the site is used to consolidate universal waste, used oil, and other non hazardous wastes that are unsuitable for disposal in a standard solid waste dumpster. Other wastes managed at the central site include but are not limited to fluorescent lamps, batteries, used oil, used antifreeze, and waste paint.

1.3.2 Fluorescent lamps are accumulated at various large facilities across post in fiberboard drums provided by DPW. Once the drums are full, or when the drums have been on site for 8 months, the drums are transported to Bldg 1241.

1.3.3 The contractor is responsible for providing a suitable vehicle and equipment for transporting waste and other materials from various locations on the military reservation to the central 90-day accumulation site.

1.3.4 This task does not include shipping waste off site for disposal. The contractor shall coordinate with West Point personnel who will arrange for pickup of waste from the 90-day storage site for disposal thru another contract.

2. DESCRIPTION OF DESIRED OUTCOME AND DELIVERABLES.

2.1. This objective of this project is to maintain and operate the installations central 90-day hazardous waste accumulation site, prepare and conduct training, pickup and transport waste and materials to the central accumulation site, track and transport universal waste lamps. Tasks in this project include the following:

2.1.1. Respond to service order requests within 2 days to remove hazardous waste from satellite accumulation points (SAP) and other waste generators on the installation and transport the waste to the installations central 90-day hazardous waste accumulation site.

2.1.2. Manage the central 90-day hazardous waste accumulation site at Bldg 1241. Complete weekly inspections, store wastes, label containers, clean and keep the site in compliance with applicable regulations.

2.1.3. Inspect and maintain the existing fire extinguishers and eye wash.

2.1.4. Remove snow from the entrance, ramps, and storage lockers at Bldg 1241. Snow removal of the roads will be performed by others.

2.1.5. Load waste in over-pack cardboard boxes or pallets supplied by the installation. Wastes handled this way include half gallon cans of paint and batteries.

2.1.6. Maintain an up to date inventory with MSDSs or waste profile sheets for each item stored in Bldg 1241. The inventory will be maintained at Bldg 1236. The list shall be updated as wastes are moved to the 90-day site and provided to the COR in the monthly report and upon request. A copy of the list format is included in Appendix I.

2.1.7. Maintain the central waste drop-off point at Bldg 1236. Once each day inspect the drop-off site and transport all materials to bldg 1241.

2.1.8. Characterize wastes to determine storage and disposal requirements. When possible the contractor shall use an MSDS provided by the generator or analysis results provided by the COR. If an MSDS is not available from the generator, the contractor shall conduct research to obtain an MSDS. If lab analysis is required the contractor shall determine the lab analyses required to characterize the waste and provide this to the COR. The COR shall coordinate sampling and analysis through a separate contract.

2.1.9. Conduct monthly site visits of the satellite hazardous waste accumulation points and complete a compliance checklist. Report any deficiencies immediately to the COR (using the compliance checklist).

2.1.10. Support cadet summer training. Support cadet summer training by providing containers, spill pallets, and spill kits to the military units conducting training. As needed the contractor shall instruct personnel on the proper storage and handling of waste materials. Upon request or at the conclusion of training remove waste materials to Bldg 1241.

2.1.11. Develop and conduct training for installation personnel accumulating hazardous waste. Training shall be conducted annually and tailored to each location. The training shall instruct personnel in managing hazardous waste in compliance with EPA, NYSDEC, West Point, and Army

regulations. Briefings shall be provided once each year at each SAP. Briefings shall be tailored to each SAP to address the specific waste and processes at each location.

2.1.12. The contractor shall identify and track locations accumulating spent fluorescent lamps. The contractor shall monitor locations accumulating spent lamps and ensure lamps are removed when full or within 8 months of starting accumulation. The contractor shall deliver empty labeled containers as needed and remove full containers or containers that have reached their accumulation time limit to Bldg 1241. A complete list of locations accumulating spent lamps does not exist. As part of this task the contractor shall conduct personnel interviews and site visits to create an accurate list of accumulation points. The contractor shall prepare a universal waste monitoring and management plan for COR approval.

2.1.14. Develop and conduct universal waste training for installation personnel handling spent fluorescent lamps and batteries.

2.2. It shall be the contractor's responsibility to identify all applicable federal, state, local and Army regulations and to apply them to all work performed under this TO including but not limited to references listed below.

2.2.1. State Regulatory Reference: 6 NYCRR 370-374

2.2.2. Federal Regulatory Reference: 40 CFR 260-273

2.2.3. Army Regulatory Reference: AR 200-1, West Point USAG Policy 26

2.3. Project Report Deliverable: In accordance with Section 5.4 of this TO, the contractor shall prepare a monthly report for this project describing the work accomplished. The report for this project must include:

2.3.1. A narrative description of the work completed during the month.

2.3.2. Inspection forms completed during the month.

2.3.3. Training syllabus and sign in sheets for all training completed during the month.

2.3.4. Copy of the waste inventory

2.3.5. Copy of universal waste inventory

3. AVAILABLE INFORMATION. The following information is available along with this TO:

3.1. List of hazardous waste accumulation areas.

3.2. West Point USAG Policy 26

3.3. Annual Hazardous Waste Report for 2011

3.4. Log of Waste Stored at Central 90-day Accumulation Site for 2011

Hazardous Waste Accumulation Areas
Central Hazardous Waste 90-day Accumulation Site

Location	Office
Bldg 1241	Directorate of Public Works

Hazardous Waste Satellite Accumulation Points

Location	Office
Bldg 601	Electrical Engineering & Computer Science
Bldg 606	Dental Clinic
Bldg 648	Auto craft shop
Bldg 753	Chemistry Lab
Bldg 1940	Transportation Motor Pool
Bldg 845	Laundry/Dry Clean
Bldg 900	Hospital Pharmacy
Bldg 606	Clinic Pharmacy
Bldg 2101	DOIM

APPENDIX II

CLEAN AND MAINTAIN WEST POINT BLDG 665 INDOOR PISTOL/RIFLE RANGE

1. BACKGROUND INFORMATION. Bldg 665 houses an indoor shooting range used for pistol, rifle, and air rifle training. The range uses a MEGGiTT Reclining Gran Trap bullet stop and a filtered ventilation system that requires regular maintenance.

2. DESCRIPTION OF DESIRED OUTCOME AND DELIVERABLES.

2.1. The performance work statement includes the scheduled replacement of air filters, maintenance, and cleaning of the indoor range at Bldg 665. Tasks in this project include the following:

2.1.1. **Collection and Transport of Spent Brass.** Spent brass shell casings shall be collected into 35 or 55 gallon drums and transported to the ammunition supply point. Brass shall be collected and removed once every two months. Approximately 2.5 tons of spent shells are collected each year.

2.1.2. **Maintenance and cleaning of the MEGGiTT Reclining Gran Trap bullet stop.** Once each year the granulate rubber shall be removed and trapped bullets removed and self healing rubber covers replaced. Rubber covers shall be replaced with the same color covers as the existing covers, black on the pistol range and tan on the rifle range. A Trap Vac is available for contractor use in removing and separating the lead from the granulate rubber. Replace the granulate rubber and top off with new granulate rubber as needed. All replacement parts shall be same as existing.

2.1.3. **Removal of Debris, Lead, and Lead Residue.** Lead and lead residue shall be packaged in 35 and 55 gallon drums and transported to the central hazardous waste accumulation site at Bldg 1241. Approximately 1.5 tons of lead/lead residue is to be expected for removal. Spent rubber covers shall be packaged in double 6 mil poly bags and transported to the hazardous material holding area at Bldg 1241.

2.1.4. **Scheduled air filter changes.** A schedule of filter changes and stock numbers is addressed at paragraph 3 to this appendix. Filters are changed every month, 3 months, and 6 months. HEPA vacuum filter tracks before replacing filter. Inspect the air handling unit and check the exhaust gauges. Spent air filters shall be packaged in double 6 mil poly bags and transported to the hazardous material holding area at Bldg 1241. Replace filters with same as existing.

2.1.5. **Cleaning of the range area.** All surfaces shall be cleaned so that they pass a lead wipe test with no surface testing higher than 400 ug/ft². Lead wipe testing will be performed by the Government. The range will be cleaned once each year. Surfaces to be cleaned include the shooters stations, target rails, and floors. Only the two ranges in the building shall be cleaned. Cleaning of other rooms in the building is not included in this task.

2.1.6. **Clean light fixtures.** During the first year of the contract the contractor shall clean all lighting fixtures in the range area. All surfaces shall be cleaned so that they pass a lead wipe test with no surface testing higher than 400 ug/ft². Lead wipe testing will be performed by the Government.

2.2. It shall be the contractor's responsibility to identify all applicable federal, state, local and Army regulations and to apply them to all work performed under this TO including but not limited to references listed below.

2.2.1. State Regulatory Reference: To Be Determined (TBD) by the contractor.

2.2.2. Federal Regulatory Reference: TBD by the contractor.

2.2.3. Army Regulatory Reference: AR 420-1 and AR 200-1

2.3. Project Report Deliverable: In accordance with Section 5.4 of this TO, the contractor shall prepare a monthly report for this project describing the work accomplished. The report for this project must include:

2.3.1. A narrative description of the work completed each month

2.3.2. Inspection results.

2.3.3. Quantity and type of materials moved to Bldg 1241 for disposal.

2.3.4. Quantity and types of materials replaced such as filters, ballistic blocks, etc.

3. AVAILABLE INFORMATION. The following information is available along with this TO:

Air Filter Information

Stock/Part #	Description	Qty	Replace
4130-07-Y07-1203	Filter, HEPA HC 99.97 DTF 24 X 24 X 11 1/2	34	6 months
4130-07-Y07-1204	Filter, M-C 95 W/H 20X20X11 1/2	32	3 months
4130-07-Y07-1205	Filter, 24X12X11 1/2	20	3 months
4130-07-Y07-1206	Filter, M-C 95 W/H 23 3/8 X 19 3/8 X 11 1/2	46	6 months
4130-07-Y07-1207	Filter, 20X24X2	30	1 month
4130-07-Y07-1208	Filter, 24X24X2	30	1 month
4130-07-Y07-1209	Filters, 20X20X2	32	1 month

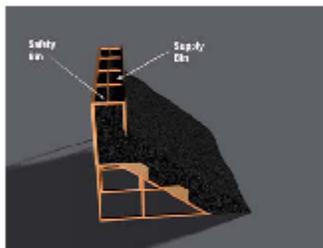
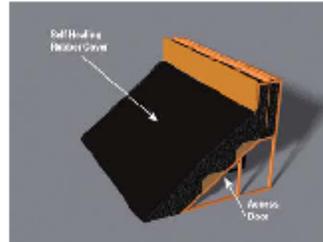


Reclining GranTrap™

GranTrap™ represents the best technology available for bullet capture and containment. Utilizing granulate rubber material to stop incoming rounds, the bullet impacts the soft media and is captured predominately intact, minimizing airborne lead dust and averting backscatter and ricochet. This provides a cleaner, safer, and quieter environment for shooting ranges, and maximizes bullet recovery and recycling processes.

GranTrap™ system safely de-energizes the bullets and captures them intact with virtually no lead dust or bullet fragmentation. This allows shooters to advance downrange and engage targets at extremely close distances, even at acute angles with no concern of bullet backscatter caused from bullets impacting GranTrap™.

Model 7500 Reclining GranTrap™ utilizes a thick layer of granulate rubber material called GranTex™. The GranTex™ is supported by an inclined stepped structure and covered with a self-healing rubber cover that allows penetration by projectiles while keeping shooting debris and other contaminants out of the GranTex™.



In addition to its environmental advantages, Reclining GranTrap™ allows more efficient reclamation of spent projectiles. Rear access doors in the support structure are conveniently located behind the target region to allow for easy access to the primary collection area. A secondary benefit realized by Reclining GranTrap™ is the elimination of noise associated with bullet impact and deceleration on steel bullet traps. This is particularly important when the range shares a common wall with other occupants of the building.

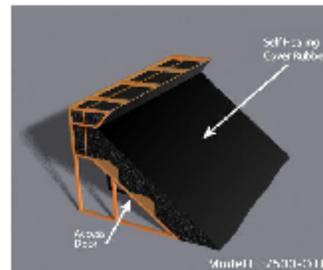
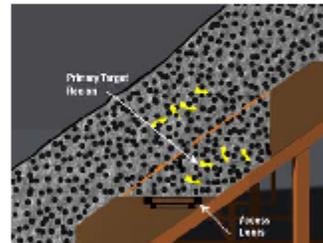
Reclining GranTrap™ was specifically designed with several important safety features. This primary

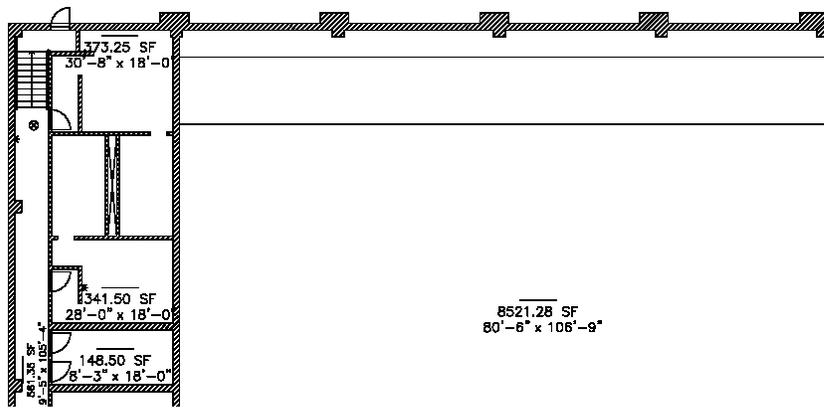
collection area, or target region, contains a larger volume of GranTex™ to absorb the rounds and greatly extend the service time interval. To maintain a consistent depth of GranTex™ across the trap, a supply bin provides a continuous replenishment. In addition, a supplemental bin, also known as the "safety bin", is located behind the primary supply bin and maintains ballistic integrity of the trap.

When a significant amount of shooting will be conducted from walk-up distances, Model LE7500-OTR Reclining GranTrap™ provides added coverage. An armor plate upper slope sheet extends from the rear-side of the trap across the entire width of the trap to protect the ceiling, exhaust ducts, and other protrusions that may be vulnerable to being hit.

The "footprint" of Reclining GranTrap™ is considerably smaller than that of steel traps, with a depth of only 12'4". This compares to almost 30 feet for a steel rifle trap offered by other companies.

Reclining GranTrap™ is available for indoor or outdoor installation in standard eight, nine, and twelve foot heights, as well as special-purpose versions including models capable of accommodating rounds up to .50 caliber. The range design experts at Meggitt Training Systems can help you determine the best choice to meet your needs.





APPENDIX III

CLEAN AND MAINTAIN RANGE 14 LASER SHOT INDOOR FIREARMS TRAINING SYSTEM

1. **BACKGROUND INFORMATION.** The West Point Range Control operates an indoor firearms training system (Bldg 1900) at the Camp Shea training area. The shoot house uses ballistic rubber block walls to capture bullets and a filtered ventilation system that requires regular maintenance. There is no water at Range 14. The range is within a locked fenced enclosure. Coordination with Range Control is required to access the range.

2. DESCRIPTION OF DESIRED OUTCOME AND DELIVERABLES.

2.1. The Performance Work Statement includes the scheduled replacement (see paragraph 2.1.2 below) of air filters, maintenance, and cleaning of the shoot house. Tasks in this project include the following:

2.1.1. **Complete Winter and Summer Inspections of Range Ventilation System.** Twice each year complete an inspection of the range ventilation system. Inspections shall be conducted in May and November. Once during the contract duration replace all belts on the ventilation system. The items to be checked are listed in section 3 of this appendix.

2.1.2. **Air Filter Changes.** An estimated schedule of filter changes and stock numbers is attached. Filters are changed based on range usage. The contractor shall monitor the air gauges at Bldg 1900 to determine when the filters have reached saturation and require replacement. At a minimum pre-filters shall be changed every three months and HEPA filters shall be changed once a year. HEPA vacuum filter tracks before replacing filters. Inspect the air handling unit and check the exhaust gauges. Spent air filters shall be packaged in double 6 mil poly bags and transported to the hazardous material holding area at Bldg 1241. Replace filters with same as existing.

2.1.3. **Cleaning of the Range.** This tasks consists of cleaning surfaces in all rooms of the shoothouse to eliminate lead hazards. All surfaces shall be cleaned so that they pass a lead dust test with no surface testing higher than 400 ug/ft². Lead testing will be performed by the Government. The range will be cleaned once each year. Surfaces to be cleaned in all rooms include the floors, air vents, lights, emergency lights, conduit, and walls in all rooms. In the after action briefing room the furniture shall be cleaned. In the control room the desk, computer equipment, and wall mounted gauges and panels shall be cleaned. In the live fire room the, speakers, and projector enclosures shall be cleaned. The contractor shall clean the projectors and cameras under the supervision of a Range Control technician. The projectors are very sensitive and the contractor shall take care to not move or damage them during cleaning. The top of the rubber block bullet trap walls shall be cleaned.

2.1.4. **Replacing Ballistic Block Bullet Traps.** Ballistic block bullet traps must be replaced or moved when saturated. The contractor shall replace 25 blocks during the contract duration. Additional blocks shall be moved to the tops of the walls if they are saturated. The contractor shall monitor range usage and block saturation levels and replace or move blocks as necessary to ensure blocks do not pose a ricochet hazard. Waste blocks shall be double bagged in 6 mil poly bags, sealed and transported to Bldg 1241. Replace ballistic blocks with the same as existing.

2.1.5. **Replace Ballistic Block Floor Tiles.** 2'X2' ballistic block floor tiles must be replaced when saturated or a tripping hazard is created. Floor tiles are not normally struck by bullets except in the

door breaching area. Assume four blocks will require replacing during the contract. Waste blocks shall be double bagged in 6 mil poly bags, sealed and transported to Bldg 1241. Replace ballistic block floor tiles with the same as existing.

2.1.6. **Replace Self Sealing Projector Screen.** A new screen shall be installed once during the contract duration. The contractor shall remove the old screen, double bag it in 6 mil poly bags and transport it to the hazardous material holding area at Bldg 1241. The screen consists of 16 floor to ceiling rubber sheets on three walls of the shoot house. Replace the screen with the same as existing screen.

2.1.7. **Replace Light Bulbs.** As necessary the contractor shall replace any burned out light bulbs in the shoothouse. Replace with the same as existing bulbs.

2.2. It shall be the contractor’s responsibility to identify all applicable federal, state, local and Army regulations and to apply them to all work performed under this TO including but not limited to references listed below.

2.2.1. State Regulatory Reference: TBD by contractor.

2.2.2. Federal Regulatory Reference: TBD by contractor.

2.2.3. Army Regulatory Reference: AR 420-1, Chapter 23 and AR 200-1, Chapter 4-2

2.3. Project Report Deliverable: In accordance with Section 5.4 of this TO, the contractor shall prepare a monthly report for this project describing the work accomplished. The report for this project must include:

2.3.1. A narrative description of the work completed each month.

2.3.2. Inspection results and air gauge readings.

2.3.3. Quantity and type of materials moved to Bldg 1241 for disposal.

2.3.4. Quantity and types of materials replaced such as filters, ballistic blocks, etc.

3. AVAILABLE INFORMATION.

3.1 An overview map of the installation is available at _____.

3.2 Range Part Information

Description	Qty
24" x 24" x 12" Main HEPA Filter	1
12" x 24" x 12" Main HEPA Filter	1
24" x 24" x 2" HEPA Pre-Filter	12
12" x 24" x 2" HEPA Pre-Filter	12
30" x 30" x 2" AC Filters	4
24" x 12" x 9" Ballistic	25

Block	
2ft x 2ft Floor Ballistic Blocks	5
4' x 8' Self Sealing Screen Panel w/backer	16

FIRING RANGE VENTILATION SYSTEMS (WITH AIR CONDITIONING)

WINTER STARTUP INSPECTION

SHALL INCLUDE:

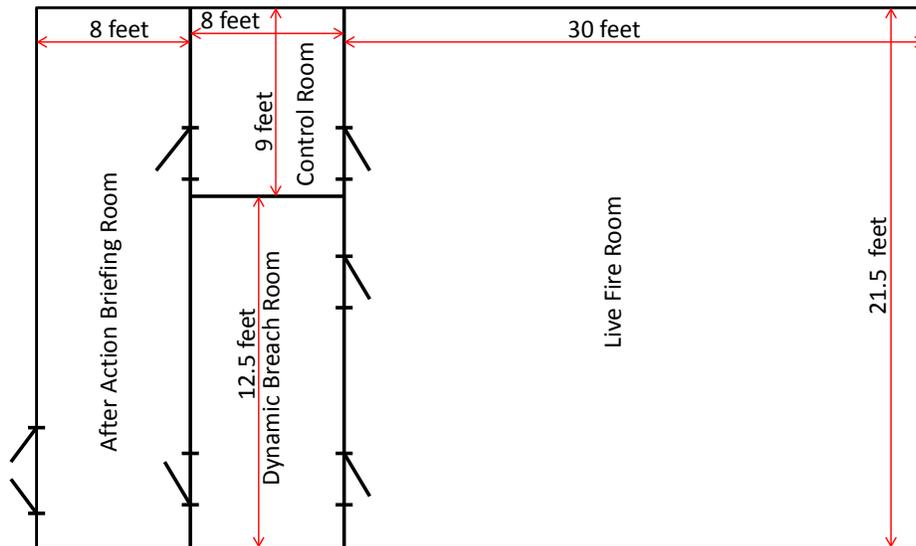
Change Filter(s), *see additional services below*
 Check & adjust belt(s) as needed
 Replace belt(s) as need, *see additional services below*
 Lubricate all bearings, motors & shafts
 Lubricate & adjust all linkages
 Check drive & driven pulley(s)
 Check supply and exhaust fan
 Check voltage on supply and exhaust fan motor
 Check amp draw on supply and exhaust fan motor
 Check & clean heat exchanger as needed (if equipped)
 Check temperature rise across heat exchanger (if equipped)
 Check & clean burner as needed
 Adjust flame & combustion air as needed
 Check electric heating coils (if equipped)
 Check main gas valve
 Check pilot gas valve (if equipped)
 Check hot surface igniter (if equipped)
 Check spark igniter (if equipped)
 Check gas pressure
 Check gas valve safety controls
 Check draft & inducer fan (if equipped)
 Check supply fan and exhaust fan contactor(s)
 Check all safety controls
 Check main control panel & filter sub-panel
 Check wiring connections
 Check & adjust damper operation
 Check thermostat & anticipator calibration
 Check ductwork
 Check equipment for excessive vibration
 Secure all exterior panels
 Perform general inspection

SUMMER STARTUP INSPECTION

SHALL INCLUDE:

Change Filter(s), *see additional services below*
 Check & adjust belt(s) as needed
 Replace belt(s) as need, *see additional services below*
 Lubricate all bearings, motors & shafts
 Lubricate & adjust all linkages
 Check drive & driven pulley(s)
 Check supply and exhaust fan
 Check voltage on supply and exhaust fan motor
 Check amp draw on supply and exhaust fan motor
 Check supply fan and exhaust fan contactor(s)
 Check all safety controls
 Check main control panel & filter sub-panel
 Check wiring connections
 Check & adjust damper operation
 Check & clean evaporator as needed
 Check & clean condenser as needed
 Check temperature drop across evaporator
 Check temperature drop across condenser
 Check compressor amp draw
 Check refrigerant level
 Check head & suction pressure
 Check liquid & suction line temperature
 Check saturation temperatures
 Check sub-cooling & super heat temperatures
 Check & blow down condensate line(s) as needed
 Check crank case heater (if equipped)
 Check compressor contactor(s)
 Check thermostat & anticipator calibration
 Check ductwork
 Check equipment for excessive vibration
 Secure all exterior panels
 Perform general inspection

3.3 Range 14 Floor Plan



3.4 Range Photos





Range 14 HVAC



HVAC



Filter Gauges



Light, ventilation, and speaker



Ventilation and emergency lights



Projector enclosure



Projector screen



2 x 2 rubber floor tiles

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 shall 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 all ramifications inherent in the requirement. 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-0005 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 **31 August 2012 at 1:00 pm (CDT)**. Responses shall be electronic and shall be transmitted via email to Kenneth Spencer at (210) 466-2159 (email: kenneth.b.spencer4.civ@mail.mil) or Luis Trinidad, 210-477-2130 (email: luis.o.trinidad.civ@mail.mil).

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. 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.

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-0005**”, 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. In the event that more than one employee is proposed, 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 (to include the applicable hours proposed or portion of an FTE). Ensure that the proposal specifically states the title of the offeror personnel (i.e., Environmental Engineer). Also ensure that the narrative discusses expected qualifications of the individual to serve in the position(s).

Subfactor 2– Discussion of Site, Assumptions, Regulatory Process and Required Submittals. The offeror shall provide brief background discussion of the requirements at West Point 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 any associated 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-0005**”. The offeror shall submit a completed Attachment 1, Pricing Schedule (CLIN Structure).

a. When completing Attachment 1, offerors shall submit 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 staff as it relates to the offeror's technical approach and understanding of the requirement. The proposed staff 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 West Point to evaluate how the proposal specifically identifies its understanding of the regulatory response process, the requirements peculiar to the site, and any limiting factors.

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.