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# Post Award Conference

## Joint Base Lewis McChord, WA

General MATOC

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Contract Specialist  
Mission and Installation  
Contracting Command





# Post Award Conference

## Agenda

- Contract Overview
- Registration with the Federal Government
- Source to Sought
- Our thoughts about the Contract
  - Many slides
- Questions





## Contract Overview

- Contract Number: W911S8-24-D-000X/X/X/X/X
- Contract Title: Joint Base Lewis-McChord General Multi Award Task Order Contract
- Award Start Date: DD MMM 2024
- Contract Cumulative Amount (EST.): \$25,000,000.00
- Contract Type: Multi Award, Indefinite-Delivery / Indefinite-Quantity (IDIQ) contract.
- Invoicing: Progress Payments placed against funded task orders.





# Registered to do Business with the Federal Government

CUI

- Register in [SAM](#) Learn about the new UEI
- Get a [CAGE](#) Code
- Know your [NAICS](#)
- Determine your [Business Size](#)
- Know the [Small Business Programs](#)
- Find out if you qualify for [Certification](#)
- Review the [Basics](#)
- Understand [Contract Terminology](#)

The screenshot shows the SAM.gov homepage with the following elements:

- Navigation:** Home, Search, Data Bank, Data Services, Help
- Header:** SAM.GOV logo and "Official U.S. Government Website 100% Free" badge.
- Main Content:**
  - The Official U.S. Government System for:**
    - Contract Opportunities
    - Contract Data (Reports ONLY from fpds.gov)
    - Wage Determinations
    - Federal Hierarchy (Departments and Subtiers)
    - Assistance Listings
    - Entity Information (Entities, Disaster Response Registry, Exclusions, and Responsibility/Qualification (was fapiis.gov))
    - Entity Reporting (SCR and Bio-Preferred Reporting)
  - Register Your Entity or Get a Unique Entity ID:** Register your entity or get a Unique Entity ID to get started doing business with the federal government. Includes buttons for "Get Started", "Renew Entity", and "Check Entity Status".
  - View FASCSA Orders:** Are you searching for Federal Acquisition Supply Chain Security Act (FASCSA) orders?
- Search:** "Already know what you want to find?" with a search bar containing "e.g. 1606N020Q02".
- Announcements:**
  - Entity Validation Review Time** (Nov 21): Entity validation review time will depend on whether we can make a match from your original document submission, or if we need to request additional documentation. Most entities find a match immediately, but in some cases additional documentation and a manual review is required. The average...
  - Refine Your Search Results with the New Search Editor** (Jul 29): If you use Simple Search in SAM.gov today, you can continue to search as you normally do. Simple Search will remain the default. If you know how to use...
- Have Questions about SAM.gov?:** A section explaining the Unique Entity ID (UEI) as a 12-character alphanumeric value assigned, managed, and owned by the federal government, which validates the organization's legal business name and address.






# Source to Sought

- Not a Request for Proposal
- Looking for feedback from our commercial partners.
  - An RFI may follow
- Tentative NAICS 236220 – Commercial and Institutional Building Construction
  - The U.S. Government desires to procure these services on a Small Business Set-aside basis, provided 2 or more qualified small businesses respond to this sources sought synopsis with information sufficient to support a set-aside. No set-aside decision has been made. Be advised that the U.S. Government will not be able to set aside this requirement if 2 or more small businesses do not respond with information to support the set-aside. We encourage all small businesses, in all socioeconomic categories (including, 8(a) Business Development Program, Small Disadvantage Business, Historically Underutilized Business Zone, Service-Disabled Veteran-Owned, Women-Owned Small Business concerns), to identify their capabilities in meeting the requirement at a fair market price.
- Work will be performed on facilities at Joint Base Lewis-McChord (JBLM), Washington and sub-installations. The Government reserves the right to order work at other locations in WA if required. This contract does not involve work at Madigan Army Medical Center locations.

Workspace / Contract Opportunities / Multiple Award Task Order Contract (MATOC) General Maintenance, Repair, and Minor Construction Work



- Header Information
- General Information
- Classification
- Description
- Attachments/Links
- Contact Information
- History
- Interested Vendors List

CONTRACT OPPORTUNITY

## Multiple Award Task Order Contract (MATOC) General Maintenance, Repair, and Minor Construction Work

**i** This is the currently published version of this notice. Click [here](#) to edit a draft of the Contract Opportunity.

Edit
Authenticated
Public
Action▼

● ACTIVE Contract Opportunity

Notice ID  
W911S8-24-R-0003\_

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Related Notice

Department/Ind. Agency  
DEPT OF DEFENSE (021)  
Sub-tier  
DEPT OF THE ARMY (2100)  
Major Command  
AMC (W911S8)  
Sub Command  
ACC  
Sub Command 2  
MISSION & INSTALLATION CONTRACTING COMMAND  
Sub Command 3  
418TH CSB  
Office  
W6QM MICC-JB LEWIS-MC CHORD



# Source to Sought Continued

This Sources Sought notice is being issued to solicit responses from those small business firms who have self-performed relevant work, have the capability to perform this type of work in-house, and would likely respond to the resultant solicitation. In response to this sources sought, please provide the following information:

- a. Company Name, CAGE Code, DUNS Number, Address, and Point of Contact's name, current phone number (with area code) and complete email address.
- b. Small business status (Small Business, HUBZone Small Business, Service Disabled Veteran-Owned Small Business (SDVOSB), 8(a) Small Business, Small Disadvantaged Business, Woman-Owned Small Business, Economically Disadvantaged Woman-Owned Small Business)
- c. Firm's bonding capabilities both for a single project and aggregate.
- d. NAICS code(s) for which your company performs under Government contracts, if any. State **primary** NAICS code.
- e. Number of in-house project management and quality control personnel as well as number and type of construction laborers.
- f. If you are an 8(a) Small Business, please include your supporting office and attach a document from the SBA validating your status as an 8(a) Small Business.
- Recommendations to improve the approach/specifications/draft PWS/PRS to acquiring the identified items/services.\
- If awarded a contract, a contractor will support the Directorate of Public Works (DPW) serving JBLM. The intent is to provide a means for the Government to solicit and award projects, mainly lower dollar general services, with as little lead time as possible. The successful contractor shall attend site visits with as little as 24-hours' notice and may be expected to respond to a request for proposal in less than seven (7) calendar days.
- The work to be completed under a resulting contract would be comprised of approximately 85% construction and repair and 15% services over the duration of the contract.





## Government Personnel Continuation

- Contracting Officer (KO) is the only person with authority to enter into, modify, terminate contracts, and make related determinations and findings.
- Contract Specialist is the official Government representative delegated authority by the KO to administer a contract.
- Contracting Officer's Representative (COR) is the individual designated, in writing, by the KO to act as an authorized representative of the KO. The COR is tasked to perform specific contract administrative functions within the scope and limitations as defined by the KO.





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## Government Personnel Continuation

- The KO is the only person authorized to approve changes or modify any of the requirements under this contract and, notwithstanding anything contained elsewhere in this contract, the said authority remains solely with the KO. **In the event the contractor or contractor employee effects any change at the direction of any person other than the KO, the change will be considered to have been without authority, and no adjustment will be made in the contract price under the changes clause or any other clause to cover any increase in costs incurred as result thereof.**







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## Government Personnel Continuation

- Contract Administrator

Contract administration – all contract administration will be performed by the Mission and Installation Contracting Command (MICC) Joint Base Lewis McChord (JBLM)

No understanding, agreement, task order modification, change order, or other matter deviating from the terms of the task order between the contractor and a person other than the KO shall be effective or binding upon the Government. All such actions shall be formalized by a proper contractual document executed by the KO.





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# Government Personnel Continuation

- Contracting Officer's Representative (COR) Authorized to perform the following:
  - Verify and monitor contractor's performance
  - Discuss concerns regarding the specifications
  - Maintain liaison and direct communication with the contractor
  - Process progress reports
  - Process submittals (excepts the project schedule submittal)
- **NOT** empowered to make contractual changes
  - Contractual matters concerning potential changes to Contract price, scope of work, and invoices should be forwarded to the Contract Specialist / Contracting Officer.





## Types of Modifications

- **BI-LATERAL:** A bilateral modification is a contract modification that must be signed by the Contracting Officer AND the Contractor using FAR 43.103(a)
  - Changes to the Statement of Work
  - Changes to any terms and conditions of the contract
  - Changes to Period of Performance (PoP)
- **UNILATERAL:** A unilateral modification is a contract modification that is signed only by the contracting officer
  - FAR 52.217-9 Option periods will be at the discretion of the Contracting Officer





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## Construction Phasing

- 3.1. Government use of the facilities is anticipated while the work under this MATOC is being performed. The work shall be planned and accomplished **so as to minimize interference and inconvenience to building occupants and agencies** in the vicinity and to other craftsmen who may also be working in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.
- 3.1.1. In the event of a conflict between the Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other contracts, **the Contracting Officer (KO) shall attempt to resolve the conflict and the KO's decision shall be final.**
- 3.2. All work shall be scheduled and coordinated with the Government Project Management Team or their designee at all times.
- 3.3. The Contractor may not block traffic, roads, access routes, or exits without prior coordination with the Project Manager or other authorized Government representative.
- 3.4. Construction restrictions shall be identified as required and indicated on individual Task Orders. Utility outages require a **14 calendar day advanced notice.**





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## Contractor Pricing

- **4.1. Construction and Repair work shall include the applicable Davis – Bacon Wage Rates.** When it is necessary to add a general wage decision not included in the Base Contract, the applicable wage decision may be added by modification to the Base Contract.
- **4.2. Service work shall include Service Wage Rates.** New Service Wage Rates will be incorporated as required by modification to the Base Contract.
- **4.3. When required, proof of performance and payment bonds must be submitted and approved prior to issuance of task order notice to proceed.**





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## Ordering and Processing Procedures for Task Orders

- When the Government requires work, the Government will issue a RTOP to all MATOC holders requesting a price from the contractor for a “one job, lump sum” Task Order.
- The RTOP shall include a cover letter with instructions, SOW, other attachments, bid schedule, and price proposal breakdown.
- A site survey shall be included in each RTOP requirement.
- **Each Contractor shall submit an offer for each Task Order. Failure to provide an offer may result in the removal from the MATOC Suite.**
- Contractor shall submit all required documents within the specified time in the RTOP, failure to provide all documents or failure to provide documents within the specified time will result in a “non-responsive” proposal.
- The contractor may request an extension to their proposal due date, but this request must be received 3 business days prior to the original proposal due date and provide justification as to why an extension is required.





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# Ordering and Processing Procedures for Task Orders

- 5.4 The KO may provide verbal NTP for the work in advance of issuing the TO, the NTP may be the date the TO was issued, or the NTP, may be delayed and issued under separate cover.
- 5.8. Government Acceptance of Work. Upon completion of the all the work required within each Task Order, the Contractor shall schedule the appropriate inspections in accordance with (IAW) Section 01 45 01 of the contract documents. Upon Government acceptance of all work, the project site shall be turned over to the Government and the project shall be 95% complete. The Contractor shall submit all required closeout submittals, as called out in the Task Order. Once all closeout submittals are accepted, the Task Order shall be 100% complete.
- 5.9. Warranty of Work. Contractor shall provide a 1 year warranty on all aspects of the work performed under each Task Order (materials, labor, installation, etc.).
- 5.9.1. The Contractor may be required to provide a warranty management plan as closeout submittal and participate in 4- and 9-month warranty inspections with DPW on a per Task Order Basis.





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# Liquidated Damages

- 6.1. If the Contractor fails to complete the work within the time period specified above, liquidated damages in the amount of about \$362.50 per calendar day will be assessed, in addition to any amount noted in the Task Order.







## Contractor Access and Use of Premises

- Working hours – regular working hours shall consist of an 8 hour period, between 07:30 a.m. and 4:00 p.m., Monday through Friday, excluding Government holidays.
- Work outside regular working hours requires KO approval





## Payment Invoice

- SF 1413 submitted for all subcontractors to the Task Order Contract Administrator prior to the start of any work.
- All submittals required for the period of performance of the invoice must be submitted and approved by the Government.
- Daily reports have been submitted to the Task Order Quality Assurance Representative (QAR) through the period of performance indicated on each invoice. Billing percentages must match the daily reports.
- All Certified Payrolls with applicable apprentice documents must be complete and submitted to the Task Order Contract Administrator in electronic .pdf format only. Certified payrolls are required to be submitted weekly for its company and any subcontractor.





## Payment Invoice

- Prior to submitting your payment invoice request to contract administrator ensure you have completed the following:
  - WAWF Checklist
  - Contractor invoice in tabular format with a Schedule of Values (SOV) breakdown showing major elements of work from the approved project schedule.
  - A copy of the daily report for the last day of the billing period shown on the AF Form 3065.
  - AF Form 3065
  - All certified weekly payrolls for the billing period with applicable apprentice documents.
  - Release of Claims – For Final Invoicing only.





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## Local Terms and Conditions

- Frequency of invoicing: The Contractor shall submit invoices, in accordance with payment terms included in this contract, no more frequently than once per month for acceptable services performed or deliveries made.
- Wide Area Work Flow (WAWF) is the only method of payment.





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## Bonds

- RTOPs shall state whether a Bond is required and shall follow FAR 28.102-2 Amount required.
- If a Bond is required, Contractors shall submit their Bond to the MICC JBLM Office in BLDG 100 Suite 2001 NLT 5 days after award.





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## Requests for Time Extensions

- In the event the contractor believes they are entitled to an extension of the contract performance period, completion date, or any interim milestone date, furnish the following for a determination by the KO:
- Justification, project schedule data, and supporting evidence as the KO may deem necessary.
- Submission of proof of excusable delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is a condition precedent to any approvals by the Government.
- In response to each RFP issued by the Government, the contractor shall submit a schedule impact analysis demonstrating whether the change contemplated by the Government impacts the critical path.





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## Requests for Time Extensions

- **Unexcused Delays.** Unexcused delays will result in a disapproval of any time extension request and the Contractor will be required to complete the work within the original period of performance. If the Contractor cannot complete the work within the original period of performance, the Contractor will be required to provide consideration to the Government in order to receive a time extension. Consideration will be established on a case-by-case basis, but examples include but are not limited to extended warranty period, upgraded materials, etc.





## Environmental Protection

- The contractor shall be familiar with the JBLM environmental policy and shall ensure that the information is considered and incorporated into all projects.







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## Quality Assurance

- Receive and Confirm Information on Daily Reports
- Labor Checks
- Unannounced Inspections
- Set up and Perform Final Inspections
- Inspect “Punch List Items” found during pre-final or final inspections





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## Government Furnished Equipment (GFE)

- Any Government furnished material or equipment will be discussed per the Task Order SOW





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# Partnering Agreement

- **Goals**

- Conduct communications that result in clear understandings by the team members.
- Define and document a problem solving process.
- Work within constraints.

- **Communication Objectives**

- Communicate and resolve problems within the term of the contract.
- Open and honest communication.
- Communicate and resolve problems at lowest level possible.  
members.





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# Partnering Agreement

- **Conflict Resolution System**

- It is preferred that conflict be discussed and resolved at the level at which it originates.
- When conflict is not resolved at the original level, it will be taken to the next higher level.

- **Performance Objectives**

- All work shall comply with Government and Commercial Standards
- Provide services without contract discrepancies
- Meet time frames, meet all safety requirements
- Administer the contract so all parties are treated fairly





# Questions

