

**FINAL Statement of Work
Golden Gate National Recreation Area
Dog Management Plan/Environmental Impact Statement**

**GSA Schedule No. GS-10F-0228J
Task Order No. P13PD01543**

This order is a continuation of IDEAS legacy order #P12PD12951. It represents Modification #2 to the legacy order which is being processed as “new” order P13PD01543 for administrative purposes, system limitations and requirements.

**Modification 2
August 2014**

Confidentiality

The information developed under this task order is the property of the U. S. Government and shall be kept in strict confidence.

Period of Performance

The work of this Task Order shall be provided from one day after award through December 31, 2016.

Point of Contacts:

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INTRODUCTION/BACKGROUND: The National Park Service (NATIONAL PARK SERVICE (NPS)) seeks to complete an environmental impact statement (EIS) to address dog management at Golden Gate National Recreation Area (GOGA, park PMIS # 091339).

Services to be Completed and Project Objectives: NATIONAL PARK SERVICE (NPS) seeks a sole source contract to address the need to supplement the Draft EIS based on new information received, in accordance with the Council on Environmental Quality regulations, as well as tasks related to rulemaking, a final EIS, Record of Decision, administrative record, and associated tasks.

This Statement of Work defines information requirements, products and services to be produced by the Contractor. Also included in this Statement of Work are communication and coordination activities such as a number of conference calls and meetings with NATIONAL PARK SERVICE (NPS) staff as required to facilitate project progress and completion of project deliverables. In accordance with the Terms and Conditions of the Contract, the Contractor shall perform the work of this task order for the National Park Service as described below.

Where the statement of work assumes one or more revisions to a draft or final product, the Contractor shall assume this number of revisions if the draft is first of acceptable quality to the NPS. Drafts not acceptable to NPS shall not count as a revision.

While this contract represents the reasonably foreseeable tasks needed to complete this plan/EIS, other tasks have been needed throughout the life of the project that were not anticipated. Tasks that could require a future contract modification, but which are not currently anticipated, may include but are not limited to additional data collection and analysis, additional literature reviews based on public comment on the SEIS or NPRM, additional comments to code and respond to (SEIS and NPRM), additional meetings requiring Contractor travel to the park, changes to the alternatives and impacts analysis based on new information, etc.

The Contractor shall provide NATIONAL PARK SERVICE (NPS) with any and all disclosures of potential conflict of interest stating:

“To the best of my knowledge and belief, neither I, XXX, as owner or delegated representative of YYY Company, nor any member of my family, have any direct interest, financial or otherwise, in the outcome of this project, and that our participation in preparing the environmental impact statement therefore presents no conflict of interest. In the event that I later become aware of such conflict of interest, I agree to disqualify myself and report this fact to the Contracting Officer and to abide by any instructions that he/she may give me in this matter.” (Council on Environmental Quality regulations, CFR 1506.5, DO-12 2.11).

During the first ninety-(90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the NATIONAL PARK SERVICE (NPS) Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below. After the initial 90 day period, the Contractor shall submit the information required to the Contracting Officer at least fifteen-(15) days before making any permanent substitutions.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the NATIONAL PARK SERVICE (NPS) Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer shall notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause shall be modified to reflect any approved changes of key personnel.

The Contractor shall provide all manpower, equipment, and services to perform all tasks necessary. All work shall be technically and legally defensible and in full compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended; the National Historic Preservation Act of 1966 (NHPA); the Council on Environmental Quality Regulations (40 CFR 1500-1508); and DO-12 Conservation Planning, Environmental Impact

Analysis, and Decision-Making, and its NEPA Handbook ([http://www.National Park Service \(NPS\).gov/refdesk/Dorders/Doorder12.html](http://www.National Park Service (NPS).gov/refdesk/Dorders/Doorder12.html)). The Contractor shall produce hard and electronic copies, including graphics and editing, of all products (in Microsoft Word and as a PDF file, unless otherwise noted). All products must be edited and user-friendly for public review and understanding. The Contractor's name shall not appear on the cover and/or coversheet of any draft or final products. All draft and final document pagination shall be sequential. The Contractor shall perform a consistency check of all data and facts used throughout all deliverable products.

Original Award Adds:

- Task 13
- Task 14
- Task 15

Modification 1 Adds:

- Task 16 – Administrative Record Supplementation
- Task 17 – Public Comment Roundtables (SEIS and NPRM)

Modification 2 Adds:

- Task 18 – Map updates
- Task 19 – Trail name changes

TASKS:

Task 13: SEIS Revisions

Subtask A: No action change: The contractor shall change the No Action Alternative (Alt. A) for Rancho to 36 CFR 2.15 with no compendium closures. The description should include the new available acreage / mileage amount of access. This change includes the executive summary description, alternatives table and descriptions in Chapter 2, and the alts impacts comparison matrix, and any other location where currently described.

Subtask B: Affected environment: The contractor shall update the affected environment in Chapter 3 to reflect the current status of on-leash dogwalking throughout Rancho per 36 CFR 2.15, as well as note in greater detail the history of off-leash dogwalking that occurred in the area prior to acquisition, as well as note that some off-leash dogwalking may continue to occur despite the current on-leash only regulation.

Subtask C: Impacts analysis: The contractor shall update the Ch. 4 impacts analysis to reflect the change to the No Action alternative for Rancho, as well as the other alternatives that compare to the No Action alternative. Impact threshold conclusions should not change. Cumulative effects should include greater discussion of the past impacts of off-leash dogwalking at Rancho in each alternative, which will likely result in conclusions greater than No Impact (current description). Impacts for some impact topics may elevate in the other Rancho alternatives as well

when including the cumulative past effects. For example, impacts in Visitor Experience to visitors with dogs may increase in each alternative when including the previous off-leash use patterns.

The contractor shall also revise the sections addressing the interim commercial dogwalking special use permit requirement as something that could occur, *or may have already occurred*, then state what it does (essentially the same req's as the plan except only applies to commercial dogwalkers). Additionally, references to commercial dogwalking changes in San Mateo county should be deleted.

Subtask D: Maps: The no action map for Rancho will require updating. Additionally, map corrections are needed for Oakwood Valley, Muir Beach, Rodeo Beach, Fort Mason, and Crissy Field.

Subtask E: Public meeting posters: The map and posters for Rancho No Action should be updated per changes described above in Subtask A.

Task 14: Camera-ready SEIS

Subtask A: Upon completion of Task 1, the contractor shall provide a final, indexed, camera ready SEIS in three file formats: printing, PEPC downloading, and EPA submission.

Task 15. Project Calls

Subtask A: The Contractor and necessary staff (up to 4 people) shall participate in conference calls as required to complete these tasks.

Mod 1 - Task 16: Administrative record supplementation

Subtask A: Location of missing administrative records and inputting into project file: Approximately 622 project file / administrative records were never sent by the original contractor or COR, or were lost in transit, and ultimately were never received by the current contractor, although a list describing each record does exist. These events happened prior to the current COR and current contractor's involvement in the plan/EIS, with the original COR having retired. In this task, the Contractor shall make a reasonable effort to locate those missing records by reviewing NPS project files and any other relevant source to locate them, or, if not locatable, document efforts made for those records that were not found. The contractor shall also input these files into the project file / administrative record as both electronic and hard copies. NPS estimates 15-20 minutes per record, with some duplication and efficiencies achieved over time.

Subtask B: Review and inputting of additional emails and park project files: The contractor shall review additional emails from the previous park project manager for relevancy for inclusion in the administrative record (4 boxes with dimensions of 1 ft. x 1 ft. x 1.5 ft, as well as 1 DVD containing 1 PDF file with 900 emails plus attachments. Note that for this subtask, the contractor is already scoped to input new files into the administrative record (not missing files

per Task above), however, that previously scoped task does not include review of files for relevancy.

Modification 1 - Task 17: Public Comment Roundtables (SEIS and NPRM)

Subtask A: SEIS Public Comment Roundtable: Contractor shall assume preparation (including agenda, summary of possible alternative changes based on draft public comment summary report, maps and other relevant information), facilitation, and travel to a two-day SEIS roundtable meeting, with tentative dates of April 2-4 (meetings April 3 and 4). Personnel should include the project manager as the meeting facilitator, and one notetaker / NEPA specialist. Hours for incorporation of changes to the FEIS are already included in earlier tasks above.

Subtask B: NPRM Public Comment Roundtable: Contractor shall assume preparation (including agenda, summary of possible alternative changes based on draft public comment summary report, maps and other relevant information), facilitation, and travel to a two-day NPRM roundtable meeting to address public comments received on the NPRM. Personnel should include the project manager as the meeting facilitator, and one notetaker / NEPA specialist. Hours for incorporation of changes to the FEIS are already included in earlier tasks above.

Modification 2 – Tasks 18-21:

Task 18: Map updates: Contractor shall update all maps using GIS to incorporate approximately 80 trail name changes, alternative elements for up to six alternatives, SEIS errata changes, changes based on alternative roundtable(s) in which the preferred alternative was adjusted, map labeling, and other aspects necessary for the maps to be of publishable quality, as well as one revision to draft products submitted, with additional revisions possible depending on hours available. GGNRA staff will provide correct GIS layers for trails, boundaries, and other relevant information, as well as initial GIS layers reflecting the preferred alternative. Contractor shall deliver one set of maps for the preferred alternative, as reflected by the proposed rule, no later than 3 weeks after receipt of all final, accurate GIS layers from the park. Because the scope of the changes to the maps is in flux due to continued anticipated map updates and changes as well as park input in providing GIS layers, this task is anticipated to entail **240 hours**, which could be increased or decreased accordingly dependent upon park input and GIS staff availability.

Task 19: Trail name changes: Contractor shall incorporate trail name changes into the dog management plan/FEIS chapters 1-5 and appendices, and adjust impact analysis as necessary.

Task 20: Additional changes to FEIS not included in Task 5E, including changes to alternatives and impacts analysis: Contractor shall: further address fencing and other natural barriers proposed for some sites (primarily sites with Regulated Off Leash Areas (ROLAs)) in the alternatives and impacts analysis; include in one alternative (likely alternative E) a proposed special use permit fee for non-commercial off leash users, with the impacts analysis adjusted accordingly; further describe impacts that could occur as the result of implementing the

monitoring management strategy (MMS); update impacts analysis for the FEIS preferred alternative in which no more than 3 dogs are allowed off leash at any one time within a ROLA, requiring one permit per geographic location for the seven sites where commercial dog walking is allowed, and analysis for any additional time of use restrictions (analysis should already address initial potential time of use restrictions for commercial dog walkers as described in Appendix F, SEIS).

Task 21: Coordination calls: Contractor shall plan for up to 20 one hour coordination calls to assist in the finalization of Tasks 18-20 above.

FEE AND PAYMENT

Payments will be made in accordance with contract clause 52.212.-4 (i). Original invoices are to be submitted no more than once per month via the internet payment platform (see IPP clause). Each invoice shall be in accordance with contract clause 52.212.-4 (g), and shall be broken out by task performed. Payment will be made for items accepted by the government that have been delivered to the delivery destination set forth in this task order. In support of each invoice, the contractor shall attach a summary of all work performed during the invoiced period and proposed remedies for any tasks that are behind schedule. Labor hours incurred to perform tasks not specifically directed by the contracting officer will not be paid. Invoices for payment of not-to-exceed tasks shall be fully substantiated by evidence of actual payment and by individual daily job timekeeping records; receipts for all materials and other direct costs; and copies of all standard communication form(s) or co directives for the work. Travel costs will be set at a NTE value and reimbursed in compliance with Federal Travel Regulations. The Government’s obligation for performance of this Task Order beyond this price is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this Task Order beyond the amount that has been authorized through the issuance of written modifications.

After completion of work and as a prerequisite to the final payment on the Task Order, the Contractor shall furnish to the Contracting Officer a Release of Claims. Such claims are asserted by the Contractor and excepted from operation of the Release shall be listed in spaces provided after the word “except” and shall be referenced to correspondence or other identifying data, together with monetary amount for each major claim item.

The amount of **\$79,630.06** is obligated as the total Task Order amount for the furnishing of all supplies and services necessary to complete the requirements for Tasks 13 - 17, as shown below.

Task 13:	SEIS Revisions	\$11,866.22
Task 14:	Camera-Ready EIS	\$ 5,957.79
Task 15:	Project Calls	\$ 1,294.68
Mod 1		
Task 16:	Administrative Record Supplementation	\$30,113.15
Task 17:	Public Comment Roundtables (SEIS and NPRM)	\$30,398.22

TOTAL – Tasks 13 – 17 **\$79,630.06**

The amount of **\$XXXX** is obligated as the total Task Order amount for the furnishing of all supplies and services necessary to complete the requirements for Tasks 18-19, as shown below.

Mod 2

Task 18: Administrative Record Supplementation \$XXXXXX

Task 19: Public Comment Roundtables (SEIS and NPRM) \$XXXXXX

TOTAL – Tasks 18 – 19 **\$XXXXXX**

**Local DOI Clause - ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INTERNET PAYMENT PLATFORM (IPP)
APR 2012**

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

Payment Request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Condition - Commercial Items including in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. Listing of deliverables provided to the Government, including name of recipient

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

DIAPR 2010-14 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010))

October 2010

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

DIAPR 2010-18

COR/COTR Authorities and Delegations

May 2010

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award of each individual Call Order. The COR will be responsible for technical monitoring of the contractor's performance and deliverables. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without prior authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.