

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45XMA13085120		PAGE 1 OF 122				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-12-T-0013		6. SOLICITATION ISSUE DATE 10-Feb-2012		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LINDA N. MCKETHAN				b. TELEPHONE NUMBER (No Collect Calls) 254-939-1829		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 17 Feb 2012		
9. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A19 P.O. BOX 17300 FORT WORTH TX 76102-0300 TEL: 817-886-1043 FAX: 817-886-6403		CODE W9126G		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7M NAICS: 561990			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
15. DELIVER TO		CODE		16. ADMINISTERED BY				CODE		
SEE SCHEDULE										
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY				CODE		
TEL.		FACILITY CODE								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT	
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

BID SCHEDULE BELTON & STILLHOUSE HOLLOW LAKES

Contract Gate Attendant Services at the following parks on Belton and Stillhouse Hollow Lakes for the following periods:

Base Period April 1, 2012 – September 30, 2012
Option Period 1 April 1, 2013 – September 30, 2013

Item #	Attendant Position	# of Days	Bid Per Day	Total Cost
0001	Temple's Lake Park B Base	91	X \$ _____	= \$ _____
0001a	Temple's Lake Park B Option 1	91	X \$ _____	= \$ _____
Grand Total				\$ _____

Item #	Attendant Position	# of Days	Bid Per Day	Total Cost
0002	Stillhouse Park B Base	91	X \$ _____	= \$ _____
0002a	Stillhouse Park B Option 1	91	X \$ _____	= \$ _____
Grand Total				\$ _____

Item #	Attendant Position	# of Days	Bid Per Day	Total Cost
0003	Union Grove Park B Base	91	X \$ _____	= \$ _____
0003a	Union Grove Park B Option 1	91	X \$ _____	= \$ _____
Grand Total				\$ _____

GRANGER LAKE

GATE ATTENDANT (BID SHEET) (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0004	Taylor Park #1	92	X	=
			_____	_____
GRAND TOTAL \$				_____
01 MAR 2012 thru 30 SEP 2012 **NOTE** <i>There is not an option year on this contract</i>				

GATE ATTENDANT (BID SHEET) (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0005	Taylor Park #2	91	X	=
01 APR 2012 thru 30 SEP 2012			_____	_____
0005a	Taylor Park #2	91	X	=
			_____	_____
GRAND TOTAL \$				_____
01 APR 2013 thru 30 SEP 2013				

GATE ATTENDANT (BID SHEET) (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0006	Wilson H Fox Park #2	91	X	=
01 APR 2012 thru 30 SEP 2012			_____	_____
0006a	Wilson H Fox Park #2	91	X	=
01 APR 2013 thru 30 SEP 2013			_____	_____
GRAND TOTAL \$				_____

GATE ATTENDANT (BID SHEET) (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0007	Willis Creek Park #2	91	X	=
01 APR 2012 thru 30 SEP 2012				
0007a	Willis Creek Park #2	91	X	=
01 APR 2013 thru 30 SEP 2013				
GRAND TOTAL \$ _____				

GATE ATTENDANT (BID SHEET) (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0008	Friendship Park #1	83	X	=
01 APR 2012 thru 30 SEP 2012 **NOTE** There is not an option year on this contract				
GRAND TOTAL \$ _____				

GEORGETOWN LAKE BID SCHEDULE

0009
 GATE ATTENDANT (4 DAY)
 GEORGETOWN LAKE
 CEDAR BREAKS PARK - SHIFT 1 92 DAY \$_____

01 APR 12 THRU 30 SEP 12

TOTAL \$_____

0009a
 GATE ATTENDANT (4 DAY) – **OPTION PERIOD**
 GEORGETOWN LAKE
 CEDAR BREAKS PARK - SHIFT 1 92 DAY \$_____

01 APR 13 THRU 30 SEP 13

TOTAL \$_____

GRAND TOTAL \$_____

0010
 GATE ATTENDANT (4 DAY)
 GEORGETOWN LAKE
 CEDAR BREAKS PARK - SHIFT 2 91 DAY \$_____

01 APR 12 THRU 30 SEP 12

TOTAL \$_____

0010a
 GATE ATTENDANT (4 DAY) – **OPTION PERIOD**
 GEORGETOWN LAKE
 CEDAR BREAKS PARK - SHIFT 2 91 DAY \$_____

01 APR 13 THRU 30 SEP 13

TOTAL \$_____

GRAND TOTAL \$_____

0011
 GATE ATTENDANT (4 DAY)
 GEORGETOWN LAKE
 JIM HOGG PARK - SHIFT 1 92 DAY \$_____

01 APR 12 THRU 30 SEP 12

TOTAL \$_____

0011a
 GATE ATTENDANT (4 DAY) – **OPTION PERIOD**
 GEORGETOWN LAKE

JIM HOGG PARK - SHIFT 1
01 APR 13 THRU 30 SEP 13

92

DAY \$ _____

TOTAL \$ _____

GRAND TOTAL \$ _____

0012
GATE ATTENDANT (4 DAY)
GEORGETOWN LAKE
JIM HOGG PARK - SHIFT 2
01 APR 12 THRU 30 SEP 12

91

DAY \$ _____

TOTAL \$ _____

0012a
GATE ATTENDANT (4 DAY) – **OPTION PERIOD**
GEORGETOWN LAKE
JIM HOGG PARK - SHIFT 2
01 APR 13 THRU 30 SEP 13

91

DAY \$ _____

TOTAL \$ _____

GRAND TOTAL \$ _____

0013
GATE ATTENDANT (4 DAY)
GEORGETOWN LAKE
RUSSELL PARK – SHIFT 1
01 APR 12 THRU 30 SEP 12

92

PER DAY \$ _____

TOTAL\$ _____

0013a
GATE ATTENDANT (4 DAY) – **OPTION PERIOD**
GEORGETOWN LAKE
RUSSELL PARK – SHIFT 1
01 APR 13 THRU 30 SEP 13

92

PER DAY \$ _____

TOTAL\$ _____

GRAND TOTAL \$ _____

0014
GATE ATTENDANT (4 DAY)
GEORGETOWN LAKE
RUSSELL PARK – SHIFT 2
01 APR 12 THRU 30 SEP 12

91

PER DAY \$ _____

TOTAL\$ _____

CANYON LAKE BID SCHEDULE

GATE ATTENDANT BID SHEET (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0015	Canyon Park A shift - Base	92	X	=
01 APR 2012 thru 30 SEP 2012				
0015a	Canyon Park A shift - Option	92	X	=
01 APR 2013 thru 30 SEP 2013				
GRAND TOTAL \$				_____

GATE ATTENDANT BID SHEET (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0016	Comal Park A shift - Base	92	X	=
01 APR 2012 thru 30 SEP 2012				
0016a	Comal Park A shift - Option	92	X	=
01 APR 2013 thru 30 SEP 2013				
GRAND TOTAL \$				_____

GATE ATTENDANT BID SHEET (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0017	Cranes Mill Park A shift - Base	92	X	=
01 APR 2012 thru 30 SEP 2012				
0017a	Cranes Mill Park A shift - Option	92	X	=
01 APR 2013 thru 30 SEP 2013				
GRAND TOTAL \$				_____

GATE ATTENDANT BID SHEET (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0018	Cranes Mill Park B Shift – Base Only	91	X	=
01 APR 2012 thru 30 SEP 2012				
			_____	_____
GRAND TOTAL \$				_____

GATE ATTENDANT BID SHEET (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0019	North Park A shift - Base	92	X	=
01 APR 2012 thru 30 SEP 2012				
			_____	_____
0019a	North Park A shift - Option	92	X	=
01 APR 2013 thru 30 SEP 2013				
			_____	_____
GRAND TOTAL \$				_____

GATE ATTENDANT BID SHEET (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0020	North Park B Shift – Base Only	91	X	=
01 APR 2012 thru 30 SEP 2012				
			_____	_____
GRAND TOTAL \$				_____

GATE ATTENDANT BID SHEET (SUMMER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
0021	Potters Creek Park A shift - Base	92	X	=
01 APR 2012 thru 30 SEP 2012				
			_____	_____

0021b	Potters Creek Park A shift - Option	92	X	=
01 APR 2013 thru 30 SEP 2013				
				GRAND TOTAL \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					

Funded Amt:

CRO FY12 SUMMER GATE ATTENDANTS

"Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer."

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENTS

U.S. ARMY CORPS OF ENGINEERS
FORT WORTH DISTRICT
PERFORMANCE WORK STATEMENT (PWS)

1. GENERAL:

The contractor must be a two (2) person team, at least 21 years of age, who are **both** physically and mentally capable of performing the duties specified here and in the enclosed lake appendences, for the duration of the contract, including option periods (unless otherwise specified in the individual lake appendences). Work to be performed under this contract may not be subcontracted. The contractor and team member must be identified on Request for Quotation (SF1449), to be accepted. The term "contractor" will refer to both members of the identified two person team. Work to be accomplished under this contract shall be in accordance with this PWS, the lake appendences and the Lake Office Gate Attendant Handbook, for the recreation area named and described herein. The contractor will be required to furnish all labor, equipment, fuel, transportation, tools and supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract period. The successful contractor must pass a criminal background check. Site visits are highly recommended prior to bidding.

2. DEFINITIONS:

CONTRACTOR: The person awarded the contract - Gate attendant.

CONTRACTING OFFICER (KO): The person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings on behalf of the Government. This person will be identified on the SF1449 (Solicitation/Contract/Order for Commercial Items).

NATURAL RESOURCES MANAGER: The manager of the local lake. The Natural Resources Manager may appoint an authorized representative to act in their behalf.

- 3. BASIC REQUIREMENTS:** The following requirements for submitting a quote and receiving an award are now mandatory for conducting business with the DOD Government.

All offerors are required to obtain a Data Universal Numbering System (DUNS) number by calling 1-800-333-0505 or by visiting www.dnb.com.

All prospective contractors must be registered in the Central Contractor Registration (CCR) database prior to any award resulting from this solicitation. If at time of award, contractor is not registered, award will be made to the next successful "registered" offer. Registration may be accomplished via the internet at www.ccr.gov.

All payments shall be made by Electronic Funds Transfer (EFT) or "direct deposit"

- 4. TERM OF CONTRACT/DUTY HOURS:**

The term of the contract and duty hours are defined in this solicitation in each lakes appendences.

- 5. PRE-WORK CONFERENCE:**

The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Natural Resources Manager or their representative, at each local lake office or other agreed upon location. This meeting will cover the policies outlined in the PWS and lake appendences. The pre-work conference is normally held the week before the Contractor begins providing the services.

- 6. PERMITS/COMPLIANCE:**

The contractor shall, without additional expense to the Government, be responsible for complying with and obtaining any necessary licenses and/or permits. The contractor will comply with all Federal, State, County, and Municipal laws, codes and regulations in connection with the performance of the work.

- 7. TEMPORARY LIVING QUARTERS:**

The contractor shall furnish a fully operable "self-contained" recreational vehicle (RV) of the travel trailer or motor home type to serve as temporary living quarters for the duration of the contract. Maximum size of the trailer is determined by physical limitations of the site furnished. It will be located near the entrance to the park at a location to be designated by the Natural Resources Manager. Pickup (shell-type) campers, pop-up tent trailer, tents, mini-travel trailers, mobile homes, buses, or any other types of recreation vehicles which do not meet general size requirements or the self-contained classification as determined by inspection of the Natural Resources

Manager will not be acceptable. The Contractor team will be the sole occupants of the site. Adult family members and friends will not live with the contractor.

8. VISITORS OF THE CONTRACTOR/GATE ATTENDANT:

Adult family members and friends will not live with the Contractor "Living with the Contractor" is defined as a person staying with the contractor for more than 14 days in a 30 day period. Visitors of the contractor will be required to lodge in the Contractor's trailer, or, if they have their own equipment, visitors will be required to camp at a campsite in the park and pay the regular camping fee. Visitors will not be allowed to connect to the Contractor's utilities at any time. All non-authorized personnel are to remain outside the gate house.

9. UNIFORM DRESS AND PERSONAL APPEARANCE:

The contractor shall, at all times when on duty and when dealing with the public, be required to maintain a fully clothed and neat, well groomed appearance. Shoes shall be worn; however, flip flops or similar footwear will not be permitted. The contractor will promote a favorable image of the Corps through personal appearance, actions, attitude and a willingness to assist park visitors in a prompt, courteous manner. Identification badges or tags may be required at some locations.

10. LIVING AREA AND GATEHOUSE MAINTENANCE:

The contractor will maintain the area where the trailer is parked (Gate Attendant Site) in a clean and sanitary condition at all time. No dog pens, horse corral, poultry cages or similar facilities for pets or the raising of animals will be allowed. All pets will be confined in the contractor's trailer or on a leash of 6 foot or less in length and must not disturb park visitors. The contractor's site will remain clean of animal waste at all times. Pets will have all vaccinations as required by the state laws and will wear a collar that displays the vaccination tags at all times. No pets are allowed inside the gatehouse. No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse. Smoking is not allowed in or within 30 feet of the gatehouse. Contractor will not solicit, advertise, sell or offer to sell any unauthorized goods or services to campers or visitors on public property (CFR Title 26, Section 327.18). The contractor will maintain the gatehouse in a clean, orderly and sanitary condition at all times. Gate attendants will provide all equipment, tools, and supplies necessary to clean the gatehouse. Only authorized personnel are to enter the gatehouse at anytime. Solid waste and refuse shall be deposited in a nearby trash receptacle (dumpster) furnished by the Government. Security of the Attendant's living quarters and all personal property shall remain the Attendant's responsibility throughout the duration of the contract. The Government accepts no responsibility for, nor will it be liable for, damage or theft occurring to the attendant's property.

11. USER FEES:

The Contractor will follow fee collection, credit voucher, refund and campsite reservation procedures established by the U.S. Army Corps of Engineers, Fort Worth District. The Contractor is required to collect User Fees daily, to insure that visitors have paid applicable user fees, utilizing the U.S. Army Corps of Engineers User Permit (ENG Form

4457), National Recreation Reservation Service (NRRS), Outdoor Recreation Management Suite (ORMS) Field Manager Program, an automated cash register, and/or collection from an honor vault. This includes going through the park to collect and safeguard fees when necessary. The Contractor is required to collect user fees for specialized recreation sites, facilities and services provided by the Corps of Engineers. This may include, but is not limited to, camping, group facility use, day use, special facility use, and multiple site rental use. The Contractor is required to accept cash, personal check, traveler's checks, money orders or credit card payments as methods of use fee payment. The Contractor will be responsible for User Fee Permits (ENG Form 4457), cash register receipts and journal, computer generated receipts, signed credit card receipts, and all collected forms of use fee payments until turned over to an authorized fee collector/cashier. The Contractor may be audited at any time, with or without prior notice, and is required to place all forms of collected use fee payments/monies in the gatehouse cash drawer or fee safe provided immediately upon receipt. The cash drawer or fee safe will remain closed immediately after every transaction and the automatic lock shall not be defeated at any time. The Contractor/Gate Attendant is required to have personal cash on hand at all times (minimum of \$50.00) to make change. A signed statement with the amount of personal funds in use will be placed in the cash drawer and updated immediately anytime this amount changes. Refer to the lake appendices for amounts required at each park.

12. DELIVERY / INSPECTION OF USE FEES:

All Lakes require User Fee submission a minimum of once a week. See "Use Fee Collections" in each lakes appendices, for which process is used at the location(s) you are bidding. Inspections will be performed during the contract period as deemed necessary by the Natural Resources Manager.

13. SECURITY BONDING:

The contractor must be fully bonded or insured to cover collected funds not received by the designated government agent or ReserveAmerica as directed in the specifications. The contractor is required to furnish the Lake Office Purchasing Agent proof of such bond or security in the minimum amount of \$5,000.00 payable to the US Army Corps of Engineers. Condition of the bond obligation covers the loss of Government Funds/Use Fees that are stolen or embezzled by the contract gate attendant. The bond must name all persons that will be working under this contract and handle Government Funds/ Use Fees. The bonds should note that the contract gate attendant collector(s) are not a direct employee of the Government. The term of the bond is to be a minimum of 60 days past the contract gate attendant's effective date of termination. A condition in the bond will require the bonding company to notify the Corps of Engineers before the bond is modified, terminated or cancelled, prior to the original termination date. The contractor must provide a copy of the bond at the Pre-Work Conference. The Contractor shall not start work without proof of bonding. The contractor can choose one of the following options to fulfill this requirement:

- a. Obtain a Business Services, Volunteer in Parks (VIP), Fidelity or Dishonesty bond from an insurance agent meeting the criteria stated above. The cost of the bond varies by type, individual and the issuing company.

- b. Furnish an irrevocable, unconditional letter of credit from a financial institution in the specified amount.

*****SPECIAL NOTICE*****

All persons handling Government monies or accessing the Government computer system under this contract shall be subject to a background investigation to establish their reliability, trustworthiness, conduct and character. By execution of the contract, the contractor certifies that all persons providing such services under the contract are so qualified, including but not limited to, not having been convicted of a felony. Any person so found not to have the necessary reliability, trustworthiness, conduct and character shall be dismissed. If the contractor fails to meet this requirement, the contract will be terminated for default. By providing a bid on this contract, you are providing authorization for US Army Corps of Engineers, its agents or representatives to investigate your background, as deemed necessary by such agent or representative, to establish your trustworthiness, reliability and character. In the course of performance of this contract, the Contractor/Contractor Personnel may come into contact with or possession of information covered by the Privacy Act (e.g. Social Security numbers) and/or sensitive personal information of Corps employees/members of the public/patrons/customers (e.g. personal checks with account numbers, credit card numbers, etc.). The Contractor/Contractor Personnel shall not memorize copy or record this information in any way, nor shall they use their access to this information for any personal reason or financial gain, or provide this information to any third person or party. Failure to comply with these restrictions will result in the immediate termination of the contractor employee, and may subject the employee to civil suit for money damages and/or criminal prosecution to the fullest extent under the law. Repeated violation of this provision may serve as a basis for termination of the contract. The contractor will secure an acknowledgement from every employee that they have read, understand and will comply with this paragraph.

14. CAMPSITE RESERVATIONS:

The Contractor will comply with local and District policies for reservations. The contractor will adhere to guidelines and procedures established under the National Recreation Reservation System, using Outdoor Recreation Management Suite (ORMS) Field Manager program in the campground. The contractor may also be required to take advance campsite reservations, which would consist of receiving and booking reservations requests, collecting and processing camping fees, and handling cancellation and refund requests. The Contractor will be required to perform some or all the following duties daily: a) pickup reservation data reports, i.e. bookings, arrival reports, cancellation reports, etc., from the local lake office or accept the reports delivered in person, and /or transmitted by telephone, electronic mail received through a computer, facsimile machine, etc.; b) maintain and update necessary status reports utilizing charts, status boards, note pads, card systems, computer/cash register systems, ORMS, Filed Manager, NRRS, etc., to insure that campsite status is kept current at all times; c) keep records and monitor date of arrivals, departures, no-shows, cancellations, etc.; d) fill out refund and credit voucher forms according to policy.; and e) post or identify reserved and vacant campsites by positing provided signs or markers. The Contractor will also maintain records as necessary for the administration of the campsite reservation program as directed by the Natural Resources Manager. The Contractor will accept the campsite reservation permit / confirmation letter as both proof and payment of the reservation.

15. GROUP SHELTERS:

The contractor will keep records and insure compliance of group shelter use as required by the Natural Resources Manager including the use of the NRRS system, where applicable.

16. CAMPING STATUS:

The Contractor will record the campsite occupied and maintain record of the current status for each campsite occupied. The contractor will keep written records of each camper's length of stay to insure compliance with the Fort Worth Districts camping policy. The contractor will register park users, issue appropriate passes and deliver messages to visitors as required by the Natural Resources Manager. The Contractor will keep a written record of campers who are turned away due to lack of campsites or campsites with desired hook-ups. The Contractor shall also participate as required in all Recreation Use Surveys that may be conducted.

17. VISITOR ASSISTANCE:

The contractor will occupy the gatehouse at all times during duty hours and is required to handout information pamphlets, copies of rules and regulations and maps to all visitors, courteously answer questions for visitors and assist campers or visitors in locating campsites. The contractor will advise campers and park visitors (1) to utilize only developed facilities or designated overflow areas and (2) to operate and park all vehicles and campers only on paved surfaces or designated parking areas. The contractor will advise campers of quiet hours (10:00 P.M. until 6:00 A.M.) as they enter the park, and assist in maintaining quiet hours.

18. COMPLAINTS:

The contractor will keep a written record of all complaints and criticisms of park facilities. These records will be given to the Natural Resources Manager at regular intervals or upon request.

19. DISTURBANCES:

The contractor will promptly report all accidents, violations of law, disturbances, and situations that could affect health and safety of visitors to the Park Ranger. In the event the contractor is unable to communicate with the Park Ranger and the situation dictates, the contractor will contact the local law enforcement officers as soon as practical. All communications with local law enforcement officers will be reported to the Park Ranger or Natural Resources Manager, on the next workday. The Contractor will not attempt to apprehend any violators or enforce rules, regulations or laws. Attendants will inform park visitors of rules, regulations and laws and refer persistent violations to the Park Ranger. NOTE: Serious incidents such as a fatality in the park or situations of significant public interest will be reported immediately to the Natural Resources Manager and to the local law enforcement agency.

20. COOPERATION WITH OTHERS:

The contractor will maintain good communications and relations with the public, other contractors, volunteers, Corps employees and others who work with the Corps of Engineers for the construction of new facilities, repair of existing facilities, sanitation services, trash pick-up services, and grass mowing, etc. The contractor will allow Corps employees to utilize communication facilities furnished by the Government. Cooperation will include, but not be limited to summoning assistance and reporting all instances of vandalism, harassment, public intoxication, speeding, etc. to proper authorities. The contractor will diligently attempt to provide for the needs of our visiting public as public relations representatives for the Corps of Engineers. The contractor may be asked to work additional days with compensation in the event that another contractor requires emergency time off.

21. PARK INSPECTION:

The contractor will inspect the park area and facilities a minimum number of times each day as required by the lake appendices. Inspections will be made in a vehicle provided and maintained by the contractor. During all inspections, if the contractor observes park users violating Corps of Engineers rules and regulation, the contractor should advise the visitor of the violation, the contractor is not to pursue enforcement. If violations persist, the contractor should contact a Park Ranger. If a Park Ranger is not available, in minor cases, a record of the incident should be made and reported to the Natural Resources Manager as soon as practical.

22. CONTRACTOR VEHICLE:

The contractor will provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried and have current Motor Vehicle Inspection (MVI). Proof of liability insurance will be submitted to the Natural Resources Manager, no later than 10 days after the beginning date of the contract. All motor vehicles and operators will comply with state laws such as licensed operators, vehicle safety equipment, etc. The Gate Attendant may be required to display the vehicle identification provided by the Corps of Engineers on the vehicle while on duty. The Gate Attendant's vehicle will not display Emergency Red and/or Blue Lights, use a siren, or otherwise represent an appearance of an emergency vehicle while on duty.

23. LOST AND FOUND:

The contractor will keep lost and found articles in the gatehouse or trailer and turn over all found articles with as much information as possible to a Park Ranger as soon as possible.

24. WEAPONS:

Firearms or any type of object that could be considered a weapon will not be carried or kept in the park (e.g. pepper spray, clubs, etc.). This includes, but not limited to the gatehouse or trailer occupied by the contractor.

25. ALCOHOL:

The contractor will not consume or be under the influence of alcoholic beverages, illicit drugs and/or medication unless administered under a doctor's prescription while on duty or while in view of the public. This includes, but is not limited to, the park entrance area, attendant site, gatehouse, park restrooms, campsites, etc.

26. INSPECTION AND CONTRACT PERFORMANCE:

The service performed by the contractor under the provisions of this contract shall be subject to inspections by the Contracting Officer or his designated representative to insure strict compliance with the terms of the contract.

A. NOTIFICATION OF DEFICIENCIES: Contractor shall be notified verbally and/or in writing of any serious or recurring minor deficiency in service observed by the Contracting Officer or his/her authorized representative. Verbal notification will be recorded in a memorandum for record.

B. DOCUMENTATION OF DEFICIENCIES: Written notifications and memoranda for the record shall be prepared in triplicate by the Contracting Officer or his/her authorized representative. The original will be part of the Contractor's permanent file at the Operations Manager's Office, a copy will be issued to the contractor, and a copy will be forwarded to the Contracting Officer at the U.S. Army Corps of Engineers, Fort Worth District Office.

C. CORRECTION OF CONTRACT DEFICIENCIES: Upon receipt of notification of deficiency in service, Contractors will immediately correct deficiencies and /or take steps to prevent recurrence of the deficiency.

D. DEFICIENCIES OF SERVICE: This contract may be terminated by the Contracting Officer upon receipt of any "Notification of Contract Deficiency". Termination will be based on the seriousness of the deficiency.

E. EVALUATION OF PERFORMANCE: All contractors will have their performance evaluated no less than mid-term and at the conclusion of their contract. *Performance criteria will be distributed to contractors at the orientation/training sessions.*

27. TRAILER SITE:

Unless otherwise indicated in the Lake Offices' park information sheet or additional scope of work, the Government will furnish a site for self-contained travel trailer or motor home with 110 volt electricity, water, sewer hook-ups and/or dump station nearby. If the contractors' travel trailer is not configured or adaptable to the sewage, water or electric hookups available at the site, the Government will not be responsible for providing attachments' etc. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The use of the facilities is at the contractors own risk and damage to equipment will be the sole responsibility of the contractor.

28. COMMUNICATIONS EQUIPMENT:

The contractor may be required to operate and use radio equipment. The Government will furnish radio equipment when required.

29. GOVERNMENT PROPERTY:

The contractor will be required to return Government property on the last day of the contract. The Contractor will be held liable for any missing or damaged government equipment or materials. **Computers, printers, radios, and telephone equipment provided by the government are for official use only.** Contractor shall not use gate house computers for personal business or install any personally owned software. Any damages incurred as result of personally owned software being installed on the Government computers will be considered damages to Government property and Contractor will be held responsible for reimbursement to the Government any cost associated with repairs or replacement of the equipment. Final payment will not be paid until all Government property is returned and all fee monies have been turned in.

30. DAMAGE RESPONSIBILITY:

The contractor shall be responsible for restoring any Government facilities, structures, or trees damaged as a result of his/her operation. The contractor shall also be responsible for any damage to private property, and will notify the Natural Resources Manager immediately of damage to Government property and/or private property, and injury to any person resulting from his/her operation. The Contractor will notify the Natural Resources Manager immediately of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed.

31. SOLID WASTE DISPOSAL:

A trash removal contractor will remove all solid waste material (trash) from the Government furnished containers on regular scheduled days.

32. ABSENTEEISM:

No payment will be made for time not worked. The Natural Resources Manager should be contacted and given as much advance notice as possible about anticipated absences. The Natural Resources Manager must approve all absences in advance. An absence by any one or both of the two-person contract team, without prior approval by the Natural Resources Manager, is grounds for dismissal of the contractor and termination of the contract. If arrangements will be made for someone to cover the shift, these persons must be approved in advance and must meet the required bonding and insurance requirements.

33. PAYMENT FOR SERVICES:

Payment will be made monthly by Electronic Funds Transfer (EFT) for the actual days worked at the unit price indicated on the bid sheet. Contractors should be aware that the payment could take as long as 45 days after invoice.

34. SUBSTITUTION OF TEAM MEMBER:

Team member substitution may be allowed upon prior approval by the Contracting Officer.

35. TERMINATION:

Failure of the Contractor to provide items in full and to provide complete services listed in the contract specifications and applicable specific park sheets may be grounds for termination. Breach of contract and/or voluntary termination of contract without sufficient cause may jeopardize the contractor's standing for future contract with the U.S. Army Corps of Engineers. Contractors may be terminated if the Government determines Gate Attendant services are no longer needed due to unforeseen closures of the park or if major facilities (e.g., beaches, boat ramps, restrooms, campgrounds, etc.). Unforeseen closures would include those resulting from droughts, flood, storm damage, infrastructure failure and previously unknown safety hazards.

Inappropriate conduct or unacceptable actions of Gate Attendants may be grounds for termination of the contract. Examples of actions meriting termination include, but not limited to:

A. Theft, misappropriation, personal use, and/or improper security and accountability of user fees or government services, property, equipment, facilities and/or supplies. Any of these acts may also result in criminal prosecution.

B. Consumption of alcoholic beverages and/or intoxication while on duty, and possession or use of illicit drugs at any time.

C. Discrimination, harassment, profanity, or other inappropriate behavior perpetrated against customers, Corps personnel, or other contractors.

D. Recurring written and/or verbal complaints from visitors and/or Lake Office personnel on Attendant's attitude, lack of cooperation and/or resistance to implementation of policies and program as directed by the Operations Manager or his/her authorized representative.

E. Failure to follow security procedures, including the allowance of unauthorized personnel inside the gatehouse or the contractor (non-public) work area of the gatehouse/entrance stations.

F. Inability to perform duties and job responsibilities in accordance with the General Specifications, Specific Park Sheet(s) and Lake Office Gate Attendant Manual.

G. Violations of public health and safety, including smoking in the gatehouse.

H. Failure to maintain a neat, clean, well-groomed personal appearance.

I. Failure to abide by Title 36 CFR, Chapter III, Section 327.

36. DUTY OF CONTRACTOR TO FINISH CONTRACT:

The contractor may not terminate the contract. If the contractor fails to complete the contract through the specified term including option periods (if applicable), the contractor is subject to re-procurement cost. The contractor's failure to comply with contract specifications may be grounds for suspension or debarment for a period of time not to exceed 3 years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

37. LIABILITY:

During the period of this contract, the Contractor shall be responsible for all injuries or damages of any nature caused or contributed to by the contractor, his/her agents, and/or employees while engaged in work under this contractor.

38. CONTRACT OPTION PERIOD:

The Government retains the right to exercise option periods at its discretion. Option periods shall obligate contractor services for the following year for the same season awarded.

39. INSURANCE:

In addition to automobile insurance required in Section 22, Attendants are responsible for obtaining and paying for any other insurance desired, including but not limited to, medical, general liability, and comprehensive property. The Contractor may be responsible for damage to private or government property if in the opinion of the Contracting Officer or his designated representative the damage is a result of contractor negligence.

40. OTHER REQUIREMENTS:

See the lake appendices included in this solicitation for further requirements.

Appendix A: BELTON AND STILLHOUSE HOLLOW LAKE

1. **PARK DESCRIPTION – BELTON & STILLHOUSE HOLLOW LAKES** - The Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas. For additional information go to the following web sites www.swf-wc.usace.army.mil
 - 1.1. **White Flint Park:** Facilities include 12 screen shelters, 13 campsites with water and electric hook-ups, restroom with hot showers, a boat ramp, and dump station. Attendants at White Flint Park operate the reservation program for White Flint and Winkler Parks at the White Flint gatehouse and may be required to open and close gates and make rounds in Winkler Park in the absence of a volunteer at Winkler Park or as required by the Lake Manager. A storage building is available for the attendants use.
 - 1.2. **Cedar Ridge Park:** Facilities include 68 campsites with water and electric hook-ups, eight screen shelters, a group camp area and two day use group picnic shelters, restrooms with hot showers, camper activity center with a meeting area and coin operated washers & dryers, two boat ramps, fishing dock, swimming beach, playground, basketball court, dump station and a privately owned marina. Free wireless Internet access is available at the park. A storage building is available for the attendants use.
 - 1.3. **Temple's Lake Park:** This is a day use only park. Facilities include restroom with rinse shower, swimming beach, picnic area, group picnic shelter, two boat ramps, playground, play courts, and a fishing dock.
 - 1.4. **Live Oak Ridge Park:** Facilities include 48 campsites with water and electric hook-ups, restrooms with hot showers, playground, boat ramp, dump station and camper activity center with a meeting area and coin operated washers & dryers. Free wireless Internet access is available at the park. Attendants at this park will operate the reservation program for Live Oak Ridge and Belton Lakeview's (2 group shelters) at the Live Oak Ridge gatehouse.
 - 1.5. **Westcliff Park:** Facilities include 27 campsites with water and electric hook-ups, 4 tent sites, a picnic area, restrooms with hot showers, a boat ramp, swimming beach, and playground. A storage building is available for the attendants use.
 - 1.6. **Stillhouse Park:** This is a day use only park. Facilities include restroom with rinse shower, swimming beach, picnic area, two group picnic shelter, a boat ramp, playground, play courts, and a privately owned marina.
 - 1.7. **Dana Peak Park:** Facilities include 25 campsites with water and electric hook-ups, 8 primitive tent sites, restroom with hot showers, swimming beach, a picnic area, a group picnic shelter, a hike, bike, and equestrian trail, fishing dock and boat ramp.

- 1.8. **Union Grove Park:** Facilities include 37 campsites with water and electric hook-ups, three screen shelters, restroom with hot showers, a swim beach, playground, fishing dock and a boat ramp. The fishing dock and boat ramp are available to day users.
2. **Duty Schedule:** Contractors are required to reside in the park and will maintain 24-hour surveillance when on duty. All contractors will be on a “4 on and 4 off” shift schedule. Gate attendant A positions will begin work on the first contract day (Winter: October 1, Summer: April 1) for 4 days and are off for the next 4 days. Gate attendant B positions start work on the 5th day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.
 - 2.1. Following the shift on the 4th and 8th day, the contractor is off duty at park closing time and the other gate attendant is on duty and must be in the park for after hour’s emergencies or other unexpected events. This pattern continues throughout the term of the contract.
 - 2.2. Contractors are required to work all holidays that fall on their duty days.
 - 2.3. Contractors at some locations are responsible for opening and closing additional park areas. See Table 1 “Park Hours of Operation” for the attendant responsible, opening/closing times and approximate round trip mileage required to perform this task.
3. **Manpower Requirements:** The contractor will provide a work schedule showing how they will meet the required coverage. A minimum of one member of the team will man the gatehouse during Gatehouse hours of Operation. Contractor will provide adequate staffing to insure customer waiting time will be kept as short as possible.
 - 3.1. Park hours of Operation: (6:00 AM - 10:00 PM) during which Contractor will be required to perform visitor assistance duties in accordance with the U.S. Army Corps of Engineers Fort Worth District Gate Attendant Performance Work Statement, all Paragraphs. Open and close park entrance and exit gates (see Table 1). Contractor will provide 1456 hours dedicated to providing assistance to park visitors.
 - 3.2. Gatehouse hours of Operation: (9:00 AM – 10:00 PM Friday and Saturday and 9:00 AM – 9:00 PM Sunday through Thursday.) Heavy use periods may require extended hours not to exceed 6:00AM – 10:00PM. Gate house hours of operation changes may be made with one (1) week advance notice from the Lake Manager. During which the Contractor must be inside the gatehouse to assist the park visitors.
 - 3.3. Availability hours: (10:00 PM - 6:00 AM) during which the Contractor must be inside the park to response to unexpected events. Contractor will provide 728 hours available in the park.

4. **Pre-work Conference and Training:** Gate Attendant orientation for Belton and Stillhouse Hollow Lakes is held the first day of the contract from 1:00 PM – 4:30 PM at the Capital Regional Office Conference Room, unless the 1st falls on a weekend then the date will be announced. All contractors are required to attend at no additional cost to the government. Contract requirements and training on all facets of the Gate Attendant Program will be covered during this meeting. Successful bidders who are new to the NRRS are encouraged to work with the current contractor at the park to learn the system. Successful bidders may arrive up to four days in advance of the contract period for training purposes. Contractor must check with gate attendant coordinator to determine site availability. The four nights of camping fees will be waved.
5. **Gatehouse:** The gatehouse will be **kept locked at all times** for the security of the contractor and Government Property. Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
 - 5.1. The contractor may be required to perform small amounts of watering vegetation or weed control in the area of the gatehouse and living quarters.
6. **Use Fee Collection:** Fee money and permits will be collected from the gate attendant contractor at the park by an appointed fee collector/cashier weekly, or as required. The attendant will prepare, balance and sign fee collection document(s). In the event fees do not balance, the contractor will be responsible for any shortage and any excess collections will be added to the total.
 - 6.1. National Recreation Reservation Service (NRRS) computers are currently installed running the ORMS program to manage campsite, group and day use areas. Gate Attendant will be required to make advanced reservations on a face to face basis for their assigned park(s). Cash registers are also used at Stillhouse, Dana Peak, Westcliff and Temple's Lake Parks. The cash register totals will be entered into the NRRS computer at the end of each day. All gate attendants should be prepared to operate such equipment during the contract period. Additional training will be provided during the contract term.
 - 6.2. The contractor will prepare a NRRS Deposit or a No Fees Collected Report at the end of each four (4) day shift.
7. **Park Rounds:** Contractor shall make a minimum of two (2) periodic checks daily at least four (4) hours apart of all park areas. Additional rounds shall be performed when necessary to ensure the accuracy of camping related records and fee collection. This is in addition to those required in opening and closing of park areas and gates. Additional inspections may be required to check visitor complaints, deliver messages and to assist park rangers, at no additional cost to the Government. Contractor will maintain a computerized daily log of issues found during each park round.

8. **Government Furnished Supplies:** Supplies deemed necessary by the Government for the performance of fee collection & camper management duties will be supplied. Any supplies deemed necessary by the contractor above what is provided by the Government will be secured at the expense of the contractor. The "Gate Attendant Handbook" will be made available to the contractor outlining day to day park operation procedures and policies.
9. **Communications:** A telephone will be provided at each gatehouse for official business use. Any charges determined to be personal or long distance other than official business are not allowed and will be the responsibility of the contractor. The Gate Attendant on duty is required to answer this phone during duty hours.
 - 9.1. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
 - 9.2. A personal phone line may be installed at the gate attendant site. The Government will not be responsible for any costs related to this line.
10. **Utilities:** No reimbursement will be made whenever utilities are not available to the Gate Attendant and must be secured elsewhere. The Government provides a 20/30/50 amp electrical pedestal, water and sewage hook-up at each attendant site.
11. **Compliance Inspections:** All Gate Attendants will be subject to contract compliance inspections, including public relations performance. Inspection results will be provided and any identified deficiencies shall be promptly corrected by the contractor. The frequency of inspections may be adjusted at the discretion of the Lake Manager or the appointed inspector.
12. **ADDITIONAL INFORMATION:**
 - 12.1. For additional information contact: Park Ranger Spivey (254) 939-2461
 - 12.2. A site visit is recommended for first time bidders.

APPENDIX B: LAKE GEORGETOWN

1. Pamphlets are given to all visitors as they enter the park, questions answered, and assistance is given to users in locating sites. Tact, diplomacy, and courtesy will be exercised at all times in dealing with the public. The Lake Georgetown staff is committed to providing our visitors with the highest level of customer service.

2. The contractor will:

- A. **Promptly** report accidents/incidents to Corps Rangers.
- B. Keep a written record of **all** complaints and criticisms.
- C. Keep records of campers and parks as required.
- D. Present a neat and clean appearance while on duty.
- E. Support the U.S. Army Corps of Engineers, all project programs and refrain from participation in the furtherance of rumors.
- F. Collect and remit **all** fees and receipts as required.
- G. Be required to attend a 4-6 hour orientation normally held the day before contractual services begin.

3. Contractors are required to reside in the park and will maintain 24-hour surveillance when on duty for their 4 day work week which includes weekends and some Federal holidays. A workday includes approximately 14 to 16 hours actual duty time by at least one attendant. Work will be scheduled and days off will be coordinated so that the main gate will be manned at all times.

<u>PARK AREA</u>	<u>PRIMARY FUNCTION</u>
Jim Hogg	Camping
Cedar Breaks	Multiple Use
Russell	Multiple Use
Tejas Camp	Camping

Park gates at Jim Hogg Park, Cedar Breaks Park, and Russell Park are equipped with manually operated traffic control gates.

Hours of Operation: Camping areas open from 6:00 a.m.- 10:00 p.m.
 Day use areas open from 6:00 a.m.- dark
 Dark is defined as 30 minutes following official sunset time.
 Gatehouse is open from 8:00 a.m. - 10:00 p.m.

Park closure gates will be opened and closed by contractor according to above schedule of operation.

5. Contractor may be required to direct traffic flow from outside the gatehouse for several hours during periods of heavy use in any park.

6. **No fee collection contract will be in effect. The contractor will be required to convert all cash received during their 4 day work week into money orders or certified checks and remit them (along with all checks received) directly to the address specified by the Corps. The contractor will be responsible for, but not limited to, the cost of acquiring all money orders, certified checks, envelopes, and postage necessary to deliver all monies collected during the preceding 4 day period to an address to be specified by the Corps. The estimated number of money orders/certified checks required per attendant will be twenty-five. The contractor will be responsible for acquiring a surety bond in the amount of \$5,000.00 prior to start of contract. All gate attendants are required to remit their paperwork and receipts to the Project office as instructed by the fee collector.**

7. All open parks will have two sets of gate attendants. The schedules are as follows.

A. Jim Hogg Park--Jim Hogg Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main entrance gate to the park at 6:00 a.m. and close it at 10:00 p.m. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps.

B. Cedar Breaks Park--Cedar Breaks Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main entrance gate to the park at 6:00 a.m. and close it at 10:00 p.m. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the morning shift on any particular day will be required to open the Stilling Basin gate and the Overlook Park gate at approximately 6:00 a.m. daily. Approximate mileage is 20 miles round-trip. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the evening shift on any particular day will close the same gates daily at dark. Each attendant on duty will open and close the picnic area gate within the park in accordance with the posted hours of operation. Prior to closing any of these gates, the attendant will insure that all vehicles have vacated the area. Under no circumstances will a vehicle be locked behind any gates where a 24 hour exit is not provided.

C. Russell Park-- Russell Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main gate and the camp/day use gate at 6:00 a.m. and close them at 10:00 pm. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps. The park attendant will be responsible for making sure the swim beach/day use area is vacant at dark and both gates to it are closed. Dark will be defined as 30 minutes past official sunset time. Overnight camping will be allowed at the covered group use shelters in the day use area and the park attendant will be required to collect these fees and remove non-overnight users. Russell Park gate attendants will also operate the NRRS ORMS system for all fees collected for Tejas Camp. This includes registering all reservations as they arrive prior to the camper occupying a site at the park.

D. Tejas Camp --Tejas Camp no longer employs gate attendants. The gate attendant at Russell Park conducts all fee business on behalf of Tejas Camp. A Park Host is used to monitor the park and surrounding areas. The park host will be required to open the main park gate at 6:00 am and close it NLT 10:00 pm.

8. A telephone (party-line system with the other gate attendants) will be provided for the gatehouse. An outside jack (on the same line) will be provided for the contractor's RV. The Government will not be responsible for the hookup from the jack to the RV. Long distance phone calls are not authorized on these phone lines. Where available, contractors may secure an additional phone line at the sole expense of the contractor. The contractor will not disclose this number to anyone except for emergency notification since the number is non-published. Failure to comply with this rule may result in changing the number at the attendant's own cost.

9. No reimbursement will be made whenever utilities are not available and must be secured elsewhere.

10. **Smoking is not allowed in any gatehouse.** The gatehouse will be kept in a neat orderly condition and thoroughly cleaned at the end of each shift. All cleaning supplies, including but not limited to toilet paper and paper towels, will be provided by the contractor. Deficiencies in this area will be corrected immediately upon notification by the Park Manager or his representative.

11. The contractor will be required to water shrubs, trees, grass, and flowers in the immediate area of the entrance gate complex as required by the Park Manager or his representatives.

12. All pets will be confined in the contractor's trailer or on a leash less than six feet in length. **Pets are not permitted in the gatehouse at anytime except for animals trained in, and aiding the handicapped.** Failure to comply with this regulation can result in cleaning/replacing of the carpet at the attendants own expense.
13. The maximum trailer size to be used by the contractor is 45 feet. The contractor will maintain the area where the trailer is parked in a clean and sanitary condition at all times.
14. The gatehouse and all safes therein will be locked at all times. Only authorized personnel are permitted in the gatehouse at anytime.
15. The contractor will provide a minimum of three patrols daily. More patrols may be warranted (by an increased number of users inside the park) on any given day to insure security and Title 36 compliance.
16. The contractor will be required to use a computer extensively in collecting fees. The contractor will be required to collect day use fees in accordance with established policies, guidelines, and methods. The methods will include the use of computers, cash registers, and other means not previously in use. In addition, the contractor will be required to sell Annual Day Use Passes. Contractors will be personally responsible for any failure to collect fees.
17. The contractor will report all disturbances to Corps Rangers or, in the event that he/she is unable to contact a Corps Ranger, to local law enforcement officers. All communications with law officers will be reported to Corps Rangers as soon as practical. The contractor will not attempt to apprehend any violators. In the case of a medical emergency, EMS will be contacted and a Ranger will be notified as soon as possible.
18. The contractor will be required to operate reservation system software and a computer system employing a mouse and printers using standard operating procedures outlined in handouts and the gate attendant handbook. While it is not mandatory, it is highly recommended that the attendant attend several days of unpaid training to learn the new reservation software. Suggested time for training is approximately 30 hours. **Please note that ORMS is web based and requires new training.**
19. The contractor may be required to take evaporation pond and lift station meter readings if no park host is available or on duty.
20. **The contractor will be responsible for picking up all supplies necessary to operate the gatehouse.** These will be available at the project office during normal business hours (Monday – Friday 8:00 am to 4:30 pm). Two day advance notice shall be given for items which will be printed at the office (use the supply list to order in advance). Many of the forms used will be available on the computer at the campground gatehouse.

GATE ATTENDANT DUTY SCHEDULE

For Cedar Breaks, Jim Hogg, and Russell Parks:

Shift 1 - starts 1 Apr thru 4 Apr and then you are off 4 days, etc...

Shift 2 - starts 5 Apr thru 8 Apr and then you are off 4 days, etc...

Each attendants shift ends at 12:00 am of their last day. The attendant is responsible for surveillance in the park up to that time. Do not leave the park before your surveillance period is over unless you have made arrangements with the other gate attendants to finish your shift.

This rotates each shift thru some weekends off. Calendars are normally provided in each gatehouse to mark your workdays. If you have any questions concerning the new changes, please contact Olen Burditt at (512)930-2283 prior to bidding. **Consult the bid sheet for the total number of days per shift.**

Bidders on Russell Park:

Please note the changes to duties there – overnight camping is now allowed in Russell Park. Russell Park gate attendants will be required to convert all cash to money orders/ cashiers checks, total all checks on tape, and remit to the Recreation Fee Cashier as instructed. This includes monies taken from fees collected from Tejas Camp. Take this into consideration when bidding.

All bidders:

Please read the specifications carefully – some duties have changed!

APPENDIX C: CANYON LAKE

Contractors will be expected to fully comply with all guidelines specified in the Fort Worth District Gate Attendant Scope of Work and guidelines specified within the Canyon Lake Performance Work Statement. The word "Government" refers to the Government of the United States of America and any agency thereof. "Lake Office" refers to the U.S. Army Corps of Engineers, Canyon Lake office located at 601 C.O.E. Road.

1. DUTY SCHEDULE

Contractors are required to reside in the park and will maintain 24-hour surveillance when on duty. **All contractors will be on a "4 on and 4 off" work schedule. The contract period begins 1 April and ends 30 September for Base and Option years. "A" shift will start 1 April and work for 4 days. "B" shift will start work 5 April and work for 4 days.** The following positions are available for Summer 2012 and 2013:

- Canyon Park A Shift – Base Year 2012 and Option Year 2013
- Comal Park A Shift – Base year 2012 and Option Year 2013
- Cranes Mill Park A Shift – Base Year 2012 and Option Year 2013
- Cranes Mill Park B Shift – Base Year 2012 only
- North Park A Shift – Base Year 2012 and Option Year 2013
- North Park B Shift – Base Year 2012 only
- Potters Creek Park A Shift – Base Year 2012 and Option Year 2013

1.1 Following the shift on the 4th day, the Contractor is off duty at park closing time and the other Contractor is on duty and must be in the park for after hour emergencies or other unexpected events.

1.2 Contractors are required to work all holidays that fall on their duty days.

1.3 The Lake Manager has the authority to change days off or times if necessary. However, the total numbers of days for a contract may not be changed except by the Government's Contracting Officer. Duty schedule is subject to change with one (1) week advanced notice and must be in writing.

2. MANPOWER REQUIREMENTS

A minimum of one member of the two person team will man the gatehouse during duty hours. Park gates shall be opened and closed at the time indicated. During times of peak usage, both members of the contracting team are required to be in the gatehouse to provide prompt customer service.

2.1 Duty hours:

Canyon Park: Gate Attendants will open the park and operate the gatehouse beginning at 7 am. The gate attendants will shut down the gate house and close the entrance gates to the park at 10 pm. Two (2) people will be on duty during peak usage

hours of 5 pm to 10 pm on Fridays, 12 pm to 6 pm Saturdays and Sundays, and from open to close on holidays.

Comal Park: Gate Attendants will open the park and operate the gatehouse beginning at 7 am. The gate attendants will shut down the gate house and close the entrance gates to the park at sunset. A Sunrise and Sunset Calendar will be provided to the gate attendants by the lake office and close times will be indicated. Two (2) people will be on duty during peak usage hours of Noon until sunset on Fridays, Saturdays and Sundays. On holidays, it is from 7 am to sunset.

Cranes Mill: Gate Attendants will open the park and operate the gatehouse beginning at 7 am. The gate attendants will shut down the gate house and close the entrance gates to the park at 10 pm. Two (2) people will be on duty during peak usage hours of 5 pm to 10 pm on Fridays, 12 pm to 6 pm Saturdays and Sundays, and from open to close on holidays.

North Park: Gate Attendants will open Overlook Park at 7 am and close it at sunset on their duty days. At 9 am the gate attendants will open North Park and will shut down the gate house and close the entrance gates to the park at 10 pm. Two (2) people will be on duty during peak usage hours of 5 pm to 10 pm on Fridays, 12 pm to 6 pm Saturdays and Sundays, and from open to close on holidays.

Potters Creek: Gate Attendants will open the park and operate the gatehouse beginning at 7 am. The gate attendants will shut down the gate house and close the entrance gates to the park at 10 pm. Two (2) people will be on duty during peak usage hours of 5 pm to 10 pm on Fridays, 12 pm to 6 pm Saturdays and Sundays, and from open to close on holidays.

2.2 **Availability hours:** During the 4 on-duty days, the Contractor must be inside the park in which they reside for response to unexpected events and emergency situations.

2.3 Due to the nature of duties required for Contractors at any gatehouse, and in order to make sure that Contractors and their team member get adequate rest and down time away from the gatehouse, the second team member for any Contractor may not already have another contract for the gate attendant position at the same, or any other, park at Canyon Lake.

3. PRE-WORK CONFERENCE AND TRAINING

Contractor orientation will be required prior to the start of the contract period. The exact date will be scheduled by the gate attendant coordinator. All Contractors and team members are required to attend at no additional cost to the government. **Orientation is mandatory.** Contract requirements will be covered at orientation. Gate Attendants not familiar with using a cash register or NRRS software will need to set up training prior to orientation.

4. GATEHOUSE

4.1 The gate house will be **kept locked at all times** for the security of the Contractor and Government property. Contractor shall set the alarm and lock all windows and

doors when off duty or away from the gatehouse for any amount of time.

4.2 The Contractor is responsible for maintaining the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times. The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following

- a. toilet facilities
- b. floors – swept and mopped, carpets vacuumed
- c. windows – washed
- d. entire interior building surfaces – dusted, cleaned as necessary
- e. outside building and walking surfaces – to include watering, weed or insect control around the gatehouse and flower beds
- f. seventy-five (75) feet of gatehouse will be free of litter
- g. all trash cans emptied

4.3 Smoking is not allowed in or within 15 feet of the gatehouse. Disposal of any smoking material may not be in the gatehouse or anywhere on park grounds.

5. USE FEE COLLECTION

Fee money and permits will be collected from the Contractor at the park by an appointed fee collector/cashier. The Contractor will prepare, balance and sign fee collection document(s). In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.

5.1 Potter's Creek Park is part of the National Recreation Reservation Service (NRRS). Contractors at Potter's Creek Park will need to have basic computer skills, particularly in windows based programs.

5.2 Cranes Mill Park is currently closed to the public due to renovation work. The anticipated re-opening is 1 January 2013. Cranes Mill Park is anticipated to be on the NRRS system and attendants will be required to have basic computer skills, particularly in window based programs. Training will be provided for the NRRS program if necessary.

5.3 North Park, Canyon Park, and Comal Park Contractors will use cash registers. Basic knowledge of cash register use will be helpful.

6. PARK INSPECTIONS

Contractor shall patrol the park a minimum of four (4) times daily at least two (2) hours apart. Additional rounds shall be performed when necessary. Contractors shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. Contractors shall keep a patrol inspection report in a neat and timely manner. Contractors shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, Contractors will monitor drinking fountains,

water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager. Additional inspections may be required to check visitor complaints, deliver messages and to assist park rangers.

7. SUPPLIES

7.1 Government Supplied Items: The Government will supply the following materials: forms, maps, brochures, handouts, light bulbs, air conditioning filters, computer paper, staplers, staples, dry erase markers, printer, fax and cash register toner/ribbon, and water hose.

7.2 The Contractor shall furnish all materials, excluding those furnished by Government as specified above, necessary to operate the gatehouse. This list includes, but is not limited to, hi-liters, color markers, notepads, pens, pencils, tape and tape dispensers, paper clips, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

8. COMMUNICATIONS

A telephone and fax machine will be provided at each gatehouse for official business use. Any charges determined to be personal or long distance other than official business are not allowed and will be the responsibility of the Contractor. The Contractor/team member on duty is required to answer either phone during duty hours.

8.1 Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.

8.2 A personal phone line may be installed at the Contractor RV site. The Government will not be responsible for any costs related to this line or installation.

9. UTILITIES

No reimbursement will be made whenever utilities are not available to the Contractor and must be secured elsewhere. The Government provides a 50 amp electrical, water and sewage hook-up at each Contractor RV site. The Government will will remove all waste from the furnished sewage holding tank. However, the gate attendant is required to inform the lake office at times when the tank needs to be emptied.

10. MAIL

Contractor should establish his/her own post office box at a local post. No personal mail may be received at U.S. Army Corps of Engineers offices, including park properties.

11. INVOICING

Contractors will submit a current monthly invoice to the Gate Attendant Coordinator. Further instructions will be provided at the pre-work conference and training orientation.

12. GOOD HEALTH AND PHYSICAL ABILITY

Since long hours during each duty day are required for the job, it is recommended that Contractors and team members be in good health. Working long hours in excessive heat, cold or other adverse weather may be required. Contractors should be able to converse in English.

13. COMPLIANCE INSPECTIONS

All Contractors will be subject to contact compliance inspections, including public relations performance. Identified deficiencies shall be promptly corrected by the contractor. The frequency of inspections may be adjusted at the discretion of the Lake Manager or the appointed inspector.

14. RELATED REQUIREMENTS

14.1 TRAVEL: Travel distances from the various parks to the lake office at Canyon Dam will range from five (5) to fifteen (15) miles one-way.

14.2 SAFETY: All government employees and contractor personnel are required to work safely. This will include driving vehicles or other activities. Unsafe conditions, either in parks, on equipment or inside any government area, whether a danger to project personnel, contractor personnel, or the visiting public will be reported immediately to the project manager. Any accident or personal injury will also be reported immediately to the Lake Manager at the lake office.

15. PARK DESCRIPTIONS

The Lake Office is located approximately 15 miles north of IH-35 off FM 306 and South Access Road in Canyon Lake, Comal County, Texas. For additional information go to the following web site: www.swf-wc.usace.army.mil/canyon

Canyon Park is a camping only park located approximately 19 miles northwest of I-35 and New Braunfels, TX, just off FM 306 (north side of lake). The park consists of 465 acres. There are 150 primitive sites, 3 group shelters, and 1 boat ramp. This park is popular with families. Gatehouse (without restroom facilities) is located less than 600 feet from Contractor pad sites. A portable toilet is supplied by the government near the gatehouse for use by Contractors.

Comal Park is a day-use only park located approximately 24 miles northwest of I-35 and New Braunfels off of FM 2673. Comal Park has a developed swimming beach, playground, 2 boat ramps, 55 picnic sites, and restrooms with flush toilets. One Contractor pad site (A Shift) is located approximately 200 feet from the gatehouse. The other pad site (B Shift) is located approximately ¼ of a mile from the gate house within the confines of the park. The gatehouse is equipped with central heat and air conditioning and restroom facilities.

Cranes Mill Park is a camping only park located approximately 27 miles northwest of I-35 and New Braunfels, TX, just off FM 2673 (south side of lake). Crane's Mill Park will just be reopened following complete renovation of 65 camping sites. This park contains RV sites, a fishing pier, restrooms with showers and flush toilets, and a boat ramp. Park entrance gatehouse is located

across the street from gate attendant pad site. The gatehouse is equipped with central heat and air conditioning and restroom facilities.

North Park is a primitive camping park located approximately 2 miles west of FM 306 on the north side of the lake. North Park (35 acres) contains 20 campsites. This park is very popular with SCUBA divers. The park entrance gatehouse is located across the street from the Contractors pad sites. Park entrance gatehouse contains air conditioning and heat, but no restroom facilities.

Potters Creek Park is a camping only park located approximately 24 miles northwest of I-35 and New Braunfels, TX, off FM 306 (north side of lake). The park consists of 320 acres. There are 109 sites with 50 amp electricity and water, 10 sites with 30 amp electricity and water, seven screened shelters, five large family sites, rest rooms with showers and flush toilets, two sanitary dump stations, a group shelter, a beach, and a boat ramp. This park is popular with families. Gatehouse is located less than 200 feet from Contractors residence sites. The gatehouse is equipped with central heat and air conditioning and restroom facilities.

16. ADDITIONAL INFORMATION

Prospective bidders not familiar with the job sites are encouraged to visit the project or discuss the contract with project employees before submitting a bid. Some of the parks on Canyon Lake are larger and carry more public use than others and therefore may require more intense work individually.

For additional information contact: **Terri Beth Teaschner, Gate Attendant Coordinator, U.S. Army Corps of Engineers, 601 C.O.E. Road, Canyon Lake, Texas 78133- 4112. Telephone (830) 964-3341 ext. 108. terri.b.teaschner@usace.army.mil**

APPENDIX D: GRANGER LAKE

A. PERFORMANCE WORK STATEMENT

1. Duty Shift Schedules: Twenty-four hour occupancy of park in accordance with the "Gate Attendant Duty Shift Schedule". Schedule is subject to change with one (1) week advance notice. Note that work may be performed on Holidays as deemed necessary by the Park Manager.

a. Surveillance Hours: Hours during which the contactor performs visitor assistance in accordance with the Fort Worth District Performance Work Statement, all Paragraphs. In all parks, surveillance hours are from 6:00 am - 10:00 PM.

b. Duty Hours: Hours during which the gate house is open for routine business and financial transactions.

Normal Gate House Hours are:

Sunday	0900 to 2000
Monday	1000 to 2000
Tuesday	1000 to 2000
Wednesday	1000 to 2000
Thursday	0900 to 2200
Friday	0900 to 2200
Saturday	0900 to 2200

The Friday and Saturday Hours are used for all holidays and Sundays on Holiday weekends, regardless of when they fall. Duty Hours may vary due to high usage and holidays.

c. Availability hours: Non-duty hours (10:00 PM - 6:00 am) during which the Contractor is inside the park in which he resides for response to unexpected events in accordance with Duty Shift Schedule.

2. Operational Responsibility: Park closure gates are opened and closed on the following schedule:

Camping areas open from 6:00 am - 10:00 PM

Day use areas open from 6:00 am - dark *

* Dark - 30 minutes after sunset

All parks are multiple use parks equipped with traffic control devices and gates. Listed below are additional operational procedures for each Park.

- a. Wilson H. Fox Park: Open and close group shelter gates as facility usage deems necessary along with everyday opening and closing of day use area.
- b. Taylor Park: Open and close the West Trailhead gate at 6:00 am and dark, respectively when deemed necessary by the park manager.

- c. Willis Creek Park: Close the group shelter gate the night prior to rental and open the gate when reservations arrive.
- d. Friendship Park: Work all holidays as designated by the park manager. Open and close group shelter gates as facility usage deems necessary. Friendship Park works normal schedule Friday, Saturday, & Sunday. Contractor will be required to work Memorial Day, July 4th and 5th and Labor Day.

3. Park Patrols. Three or more periodic park patrols are established to ensure proper park operations. This is in addition to opening and closing the day use area and entrance gates. All park areas are inspected at the beginning of normal gate hours operations for unpaid users and any notable issues. Violations of Title 36 Rules and Regulations by visitors are given to park rangers for compliance however they see fit and **NOT** enforced by contractors. The gate house remains occupied while park patrols are conducted. Additional inspections may be necessary to check on visitor complaints, deliver emergency messages, assist park rangers, conduct visitor comment surveys, and to insure visitors comply with park closure regulations. This is all at no additional cost to the government.

4. Use Fee Collections. Deposits are created after the end of each contractor's 4 day shift. All paper work and monies are submitted to the Granger Project Office prior to the start of the contractor's next shift starting, or within four days of the end of the contractor's contract period. For distance to the project office from each park see "Granger Lake Mileage Chart". The contractor assumes responsibility for remitting monies for each individual approved deposit. The final approved deposit, cashiers check, and all personal checks will be submitted to the Granger Lake project office. The contractor purchases cashiers checks (CC) for cash received from user fees. If Cashiers Checks need to be cancelled and reissued for any reason it will be at the contractor's expense. The Government will mail all paperwork, cashiers checks, and personal checks to the NRRS Lockbox. Any copies or supplies needed to turn-in the deposit will be at the expense of the contractor. Inspections (weekly, random, and monthly) may be performed during the contract period.

B. SPECIAL REQUIREMENTS FOR LIVING AREA ON GOVERNMENT PROPERTY

1. Communications. A telephone and radio communication will be provided at each entrance station. A telephone jack (extension-line system with other gate attendant contractors) at the trailer site may be provided. The Government will not be responsible for the hookup from the outside phone jack into the travel trailer.

2. Utilities. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The Government provides an electrical, water and sewage hook-up. The use of these facilities are at the contractors risk and damage to equipment will be the sole responsibility of the contractor.

3. Laundry. Because of the open nature of the trailer sites and their proximity to the park entrance, no clotheslines or the drying of laundry at or near the trailer site will be permitted.

4. Trailer Site. Maximum size trailer may not exceed current site capacity. Site cleaning and mowing are maintained by the contract gate attendant to a perimeter of 30 feet surrounding the campsite. No equipment or supplies will be provided by the government for contractor use.

5. Gate House Maintenance: Both inside and outside are to be maintained, in a clean, orderly, and sanitary condition at all times. No supplies or equipment will be provided by the government.

C. Special Considerations.

1. Computers or cash registers are currently installed in the gatehouses. All gate attendants should be prepared to operate such equipment during the contract period. Training for the computer operation will be provided by the Government. Use of the program will require computer literacy. The program is window driven with the use of a mouse and relatively mistake proof. Minimal computer training or skills are anticipated to be required by prospective bidders. A training computer will be available for contractors a week prior to the start of the contract. While it is not mandatory, it is highly recommended that the contractor utilize the unpaid training time to learn the new reservation software. Note all contractors will be on a four day on four day off alternating shift schedule.

2. All Parks will be six month contracts beginning on 01 April. Contractor one will start 01 April and work four days then contractor two will work four days continuing on a four day rotation till the end of the contract on 30 September.

Granger Lake Mileage Chart (estimated)

	Project Office	Friendship Park	Taylor Park	Taylor W.Trailhead
Taylor	4.5	5.8		1.6
Wilson Fox	2.8	4.1	1.7	
Willis Creek	10.0	8.7		
Friendship	1.3			7.4

GRANGER HOURS OF OPERATION
1APRIL THROUGH 30 SEPTEMBER (All Parks)

CONTRACTOR	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
WILSON H. FOX PARK Surveillance Hours Availability Hours Gate House Hours	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2000
TAYLOR PARK Surveillance Hours Availability Hours Gate House Hours	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2000
WILLIS CREEK PARK Surveillance Hours Availability Hours Gate House Hours	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2000
FRIENDSHIP PARK Surveillance Hours Availability Hours Gate House Hours	OFF	OFF	OFF	OFF	0600-2200 2200-0600 0900-2000	0600-2200 2200-0600 0900-2000	0600-2200 2200-0600 0900-2000

*** All gate attendants are on a four on four off schedule. Contractor #1 in each park will start the contract, working the first four days, then alternate with contractor #2. No changes to this schedule will be made without prior approval by the lake manager.

Estimated Deliverables

Position	Availability Hours	Gate House Hours	Deposits/Cashier's Check
Contractor #1	2208	1053	23
Contractor #2	2184	1050	23

Section H - Special Contract Requirements

WAGE RATES

WD 05-2503 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE
 CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C.
 20210 |||
 | Wage Determination No.: 2005-2503
 Diane C. Koplewski Division of | Revision No.: 12
 Director Wage Determinations | Date Of Revision: 06/13/2011

State: Texas

Area: Texas Counties of Bastrop, Blanco, Burleson, Burnet, Caldwell, Fayette,Hays,
 Lampasas, Lee, Llano, Mason, Milam, San Saba, Travis, Williamson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE
 01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 12.82 01012
 - Accounting Clerk II 14.39 01013 - Accounting Clerk III 16.09 01020 - Administrative
 Assistant 21.80 01040 - Court Reporter 19.69 01051 - Data Entry Operator I 12.99 01052 -
 Data Entry Operator II 14.59 01060 - Dispatcher, Motor Vehicle 18.58 01070 - Document
 Preparation Clerk 12.41 01090 - Duplicating Machine Operator 12.41 01111 - General Clerk I
 13.30 01112 - General Clerk II 14.51 01113 - General Clerk III 16.28 01120 - Housing
 Referral Assistant 22.35 01141 - Messenger Courier 11.12 01191 - Order Clerk I 13.22 01192 -
 Order Clerk II 14.30 01261 - Personnel Assistant (Employment) I 17.29 01262 - Personnel
 Assistant (Employment) II 19.34 01263 - Personnel Assistant (Employment) III 21.57 01270 -
 Production Control Clerk 19.19 01280 - Receptionist 12.75 01290 - Rental Clerk 14.07 01300 -
 Scheduler, Maintenance 17.78 01311 - Secretary I 17.78 01312 - Secretary II 20.08 01313 -
 Secretary III 22.35 01320 - Service Order Dispatcher 15.05 01410 - Supply Technician 23.98
 01420 - Survey Worker 16.01 01531 - Travel Clerk I 11.35 01532 - Travel Clerk II 12.26 01533
 - Travel Clerk III 12.96 01611 - Word Processor I 14.86 01612 - Word Processor II 16.67
 01613 - Word Processor III 18.65
 05000 - Automotive Service Occupations 05005 - Automobile Body Repairer, Fiberglass 22.11 05010
 - Automotive Electrician 17.85 05040 - Automotive Glass Installer 18.00 05070 - Automotive
 Worker 16.92 05110 - Mobile Equipment Servicer 14.83 05130 - Motor Equipment Metal Mechanic
 18.79 05160 - Motor Equipment Metal Worker 16.92 05190 - Motor Vehicle Mechanic 18.79 05220
 - Motor Vehicle Mechanic Helper 13.73 05250 - Motor Vehicle Upholstery Worker 15.77 05280 -
 Motor Vehicle Wrecker 16.92 05310 - Painter, Automotive 17.85 05340 - Radiator Repair
 Specialist 16.92 05370 - Tire Repairer 11.68 05400 - Transmission Repair Specialist 18.80
 07000 - Food Preparation And Service Occupations 07010 - Baker 11.50 07041 - Cook I 10.40
 07042 - Cook II 11.75 07070 - Dishwasher 8.25 07130 - Food Service Worker 9.59 07210 - Meat
 Cutter 13.66 07260 - Waiter/Waitress 9.00
 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 15.27
 09040 - Furniture Handler 10.21 09080 - Furniture Refinisher 15.27 09090 - Furniture
 Refinisher Helper 12.00 09110 - Furniture Repairer, Minor 13.83 09130 - Upholsterer 15.27
 11000 - General Services And Support Occupations 11030 - Cleaner, Vehicles 9.86 11060 -
 Elevator Operator 10.34 11090 - Gardener 13.83 11122 - Housekeeping Aide 10.34 11150 -
 Janitor 10.34 11210 - Laborer, Grounds Maintenance 11.02 11240 - Maid or Houseman 8.51 11260
 - Pruner 10.05 11270 - Tractor Operator 12.89 11330 - Trail Maintenance Worker 11.02 11360 -
 Window Cleaner 11.34
 12000 - Health Occupations 12010 - Ambulance Driver 16.60 12011 - Breath Alcohol Technician
 16.60 12012 - Certified Occupational Therapist Assistant 23.80 12015 - Certified Physical
 Therapist Assistant 21.88 12020 - Dental Assistant 16.40 12025 - Dental Hygienist 41.16
 12030 - EKG Technician 25.29 12035 - Electroneurodiagnostic Technologist 25.29 12040 -
 Emergency Medical Technician 16.60 12071 - Licensed Practical Nurse I 17.79 12072 - Licensed
 Practical Nurse II 19.90 12073 - Licensed Practical Nurse III 22.20 12100 - Medical Assistant
 13.73 12130 - Medical Laboratory Technician 16.52 12160 - Medical Record Clerk 13.54 12190 -
 Medical Record Technician 14.12 12195 - Medical Transcriptionist 15.23 12210 - Nuclear
 Medicine Technologist 33.57 12221 - Nursing Assistant I 10.67 12222 - Nursing Assistant II
 12.00 12223 - Nursing Assistant III 13.10 12224 - Nursing Assistant IV 14.70 12235 - Optical
 Dispenser 13.97 12236 - Optical Technician 12.58 12250 - Pharmacy Technician 14.35 12280 -
 Phlebotomist 14.70 12305 - Radiologic Technologist 25.79 12311 - Registered Nurse I 23.29
 12312 - Registered Nurse II 28.49 12313 - Registered Nurse II, Specialist 28.49 12314 -
 Registered Nurse III 34.47 12315 - Registered Nurse III, Anesthetist 34.47 12316 - Registered
 Nurse IV 41.31 12317 - Scheduler (Drug and Alcohol Testing) 22.22

13000 - Information And Arts Occupations 13011 - Exhibits Specialist I 19.55 13012 - Exhibits Specialist II 25.78 13013 - Exhibits Specialist III 27.60 13041 - Illustrator I 19.55 13042 - Illustrator II 25.78 13043 - Illustrator III 27.60 13047 - Librarian 24.77 13050 - Library Aide/Clerk 13.01 13054 - Library Information Technology Systems 22.38 Administrator 13058 - Library Technician 16.88 13061 - Media Specialist I 16.14 13062 - Media Specialist II 18.05 13063 - Media Specialist III 20.14 13071 - Photographer I 16.60 13072 - Photographer II 18.57 13073 - Photographer III 23.01 13074 - Photographer IV 28.15 13075 - Photographer V 34.06 13110 - Video Teleconference Technician 16.06
 14000 - Information Technology Occupations 14041 - Computer Operator I 15.08 14042 - Computer Operator II 16.87 14043 - Computer Operator III 19.19 14044 - Computer Operator IV 21.32 14045 - Computer Operator V 23.61
 14071 - Computer Programmer I (see 1) 25.43
 14072 - Computer Programmer II (see 1) 14073 - Computer Programmer III (see 1)
 14074 - Computer Programmer IV (see 1)
 14101 - Computer Systems Analyst I (see 1) 14102 - Computer Systems Analyst II (see 1) 14103 - Computer Systems Analyst III (see 1)
 14150 - Peripheral Equipment Operator 15.08 14160 - Personal Computer Support Technician 22.53
 15000 - Instructional Occupations 15010 - Aircrew Training Devices Instructor (Non-Rated) 31.00 15020 - Aircrew Training Devices Instructor (Rated) 37.51 15030 - Air Crew Training Devices Instructor (Pilot) 44.67 15050 - Computer Based Training Specialist / Instructor 31.03 15060 - Educational Technologist 33.26 15070 - Flight Instructor (Pilot) 44.67 15080 - Graphic Artist 22.13 15090 - Technical Instructor 21.85 15095 - Technical Instructor/Course Developer 26.73 15110 - Test Proctor 17.64 15120 - Tutor 17.85
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations 16010 - Assembler 8.21 16030 - Counter Attendant 8.21 16040 - Dry Cleaner 10.02 16070 - Finisher, Flatwork, Machine 8.21 16090 - Presser, Hand 8.21 16110 - Presser, Machine, Drycleaning 8.21 16130 - Presser, Machine, Shirts 8.21 16160 - Presser, Machine, Wearing Apparel, Laundry 8.21 16190 - Sewing Machine Operator 10.67 16220 - Tailor 11.34 16250 - Washer, Machine 8.71
 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room) 15.27 19040 - Tool And Die Maker 22.62
 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator 12.56 21030 - Material Coordinator 18.49 21040 - Material Expediter 18.49 21050 - Material Handling Laborer 10.99 21071 - Order Filler 11.64 21080 - Production Line Worker (Food Processing) 12.56 21110 - Shipping Packer 13.88 21130 - Shipping/Receiving Clerk 13.88 21140 - Store Worker I 10.87 21150 - Stock Clerk 14.37 21210 - Tools And Parts Attendant 12.56 21410 - Warehouse Specialist 12.56
 23000 - Mechanics And Maintenance And Repair Occupations 23010 - Aerospace Structural Welder 24.56 23021 - Aircraft Mechanic I 22.95 23022 - Aircraft Mechanic II 24.56 23023 - Aircraft Mechanic III 25.66 23040 - Aircraft Mechanic Helper 16.50 23050 - Aircraft, Painter 21.70 23060 - Aircraft Servicer 19.05 23080 - Aircraft Worker 20.44 23110 - Appliance Mechanic 17.96 23120 - Bicycle Repairer 11.68 23125 - Cable Splicer 20.27 23130 - Carpenter, Maintenance 18.84 23140 - Carpet Layer 18.35 23160 - Electrician, Maintenance 20.58 23181 - Electronics Technician Maintenance I 19.03 23182 - Electronics Technician Maintenance II 22.11 23183 - Electronics Technician Maintenance III 23.31 23260 - Fabric Worker 14.81 23290 - Fire Alarm System Mechanic 18.10 23310 - Fire Extinguisher Repairer 14.72 23311 - Fuel Distribution System Mechanic 18.63 23312 - Fuel Distribution System Operator 14.44 23370 - General Maintenance Worker 15.23 23380 - Ground Support Equipment Mechanic 22.95 23381 - Ground Support Equipment Servicer 19.06 23382 - Ground Support Equipment Worker 20.44 23391 - Gunsmith I 14.72 23392 - Gunsmith II 16.90 23393 - Gunsmith III 18.98 23410 - Heating, Ventilation And Air-Conditioning 19.55

Mechanic 23411 - Heating, Ventilation And Air Contditioning 21.27 Mechanic (Research Facility) 23430 - Heavy Equipment Mechanic 18.35 23440 - Heavy Equipment Operator 16.84
 23460 - Instrument Mechanic 18.98 23465 - Laboratory/Shelter Mechanic 17.96 23470 - Laborer 11.18 23510 - Locksmith 16.76 23530 - Machinery Maintenance Mechanic 21.45 23550 - Machinist, Maintenance 17.07 23580 - Maintenance Trades Helper 12.69 23591 - Metrology Technician I 18.98 23592 - Metrology Technician II 20.06 23593 - Metrology Technician III 22.11 23640 - Millwright 18.70 23710 - Office Appliance Repairer 17.77 23760 - Painter, Maintenance 15.27 23790 - Pipefitter, Maintenance 23.74 23810 - Plumber, Maintenance 22.44 23820 - Pneudraulic Systems Mechanic 18.98 23850 - Rigger 18.98 23870 - Scale Mechanic 16.90 23890 - Sheet-Metal Worker, Maintenance 19.16 23910 - Small Engine Mechanic 15.04 23931 - Telecommunications Mechanic I 24.08 23932 - Telecommunications Mechanic II 25.29 23950 - Telephone Lineman 22.79 23960 - Welder, Combination, Maintenance 16.84 23965 - Well Driller 20.37 23970 - Woodcraft Worker 18.98 23980 - Woodworker 12.09
 24000 - Personal Needs Occupations 24570 - Child Care Attendant 9.71 24580 - Child Care Center Clerk 12.11 24610 - Chore Aide 7.99 24620 - Family Readiness And Support Services 12.34 Coordinator 24630 - Homemaker 16.64
 25000 - Plant And System Operations Occupations 25010 - Boiler Tender 21.95 25040 - Sewage Plant Operator 16.56 25070 - Stationary Engineer 21.95 25190 - Ventilation Equipment Tender 15.87 25210 - Water Treatment Plant Operator 16.56
 27000 - Protective Service Occupations 27004 - Alarm Monitor 15.43 27007 - Baggage Inspector 11.56 27008 - Corrections Officer 19.12 27010 - Court Security Officer 21.19 27030 - Detection Dog Handler 16.19 27040 - Detention Officer 19.12 27070 - Firefighter 21.54 27101 - Guard I 11.56 27102 - Guard II 16.19 27131 - Police Officer I 22.26 27132 - Police Officer II 24.73
 28000 - Recreation Occupations 28041 - Carnival Equipment Operator 10.39 28042 - Carnival Equipment Repairer 11.13 28043 - Carnival Equipment Worker 8.71 28210 - Gate Attendant/Gate Tender 12.73 28310 - Lifeguard 11.01 28350 - Park Attendant (Aide) 14.24 28510 - Recreation Aide/Health Facility Attendant 10.26 28515 - Recreation Specialist 14.94 28630 - Sports Official 11.34 28690 - Swimming Pool Operator 15.96
 29000 - Stevedoring/Longshoremen Occupational Services 29010 - Blocker And Bracer 15.62 29020 - Hatch Tender 15.62 29030 - Line Handler 15.62 29041 - Stevedore I 14.67 29042 - Stevedore II 16.59
 30000 - Technical Occupations 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 35.77 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.67 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.16 30021 - Archeological Technician I 20.39 30022 - Archeological Technician II 22.81 30023 - Archeological Technician III 28.27

30030 - Cartographic Technician 28.27 30040 - Civil Engineering Technician 25.78 30061 - Drafter/CAD Operator I 18.92 30062 - Drafter/CAD Operator II 21.16 30063 - Drafter/CAD Operator III 23.60 30064 - Drafter/CAD Operator IV 28.80 30081 - Engineering Technician I 14.89 30082 - Engineering Technician II 16.71 30083 - Engineering Technician III 18.69 30084 - Engineering Technician IV 23.16 30085 - Engineering Technician V 28.33 30086 - Engineering Technician VI 34.27 30090 - Environmental Technician 22.39 30210 - Laboratory Technician 21.89 30240 - Mathematical Technician 26.21 30361 - Paralegal/Legal Assistant I 20.07 30362 - Paralegal/Legal Assistant II 24.87 30363 - Paralegal/Legal Assistant III 30.42 30364 - Paralegal/Legal Assistant IV 36.80 30390 - Photo-Optics Technician 26.21 30461 - Technical Writer I 23.06 30462 - Technical Writer II 28.21 30463 - Technical Writer III 34.13 30491 - Unexploded Ordnance (UXO) Technician I 22.74 30492 - Unexploded Ordnance (UXO) Technician II 27.51 30493 - Unexploded Ordnance (UXO) Technician III 32.97 30494 - Unexploded (UXO) Safety Escort 22.74 30495 - Unexploded (UXO) Sweep Personnel 22.74 30620 - Weather Observer, Combined Upper Air Or (see 3) 23.60 Surface Programs 30621 - Weather Observer, Senior (see 3) 26.21

31000 - Transportation/Mobile Equipment Operation Occupations 31020 - Bus Aide 11.51 31030 - Bus Driver 15.64 31043 - Driver Courier 13.16 31260 - Parking and Lot Attendant 9.73 31290 - Shuttle Bus Driver 14.20 31310 - Taxi Driver 12.05 31361 - Truckdriver, Light 14.20 31362 - Truckdriver, Medium 15.21 31363 - Truckdriver, Heavy 16.33 31364 - Truckdriver, Tractor-Trailer 16.33

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled work week, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordinance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordinance, explosive, and incendiary ordinance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in

accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not

the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2523 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE
CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C.
20210 |||

| Wage Determination No.: 2005-2523
Diane C. Koplewski Division of | Revision No.: 11
Director Wage Determinations | Date Of Revision: 06/13/2011

State: Texas

Area: Texas Counties of Anderson, Bell, Bosque, Brazos, Coryell,
Falls, Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills, Robertson

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE FOOTNOTE RATE

- 01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 11.70 01012 - Accounting Clerk II 13.13 01013 - Accounting Clerk III 14.69 01020 - Administrative Assistant 19.47 01040 - Court Reporter 14.54 01051 - Data Entry Operator I 10.46 01052 - Data Entry Operator II 12.35 01060 - Dispatcher, Motor Vehicle 14.53 01070 - Document Preparation Clerk 11.12 01090 - Duplicating Machine Operator 11.12 01111 - General Clerk I 10.46 01112 - General Clerk II 12.55 01113 - General Clerk III 14.06 01120 - Housing Referral Assistant 14.76 01141 - Messenger Courier 10.45 01191 - Order Clerk I 12.32 01192 - Order Clerk II 13.45 01261 - Personnel Assistant (Employment) I 12.99 01262 - Personnel Assistant (Employment) II 14.60 01263 - Personnel Assistant (Employment) III 17.03 01270 - Production Control Clerk 16.12 01280 - Receptionist 10.41 01290 - Rental Clerk 11.44 01300 - Scheduler, Maintenance 11.81 01311 - Secretary I 11.81 01312 - Secretary II 13.39 01313 - Secretary III 14.76 01320 - Service Order Dispatcher 12.50 01410 - Supply Technician 19.47 01420 - Survey Worker 13.05 01531 - Travel Clerk I 11.59 01532 - Travel Clerk II 12.65 01533 - Travel Clerk III 13.72 01611 - Word Processor I 11.97 01612 - Word Processor II 13.43 01613 - Word Processor III 15.59
- 05000 - Automotive Service Occupations 05005 - Automobile Body Repairer, Fiberglass 19.95 05010 - Automotive Electrician 16.71 05040 - Automotive Glass Installer 15.81 05070 - Automotive Worker 15.81 05110 - Mobile Equipment Servicer 13.84 05130 - Motor Equipment Metal Mechanic 17.63 05160 - Motor Equipment Metal Worker 15.81 05190 - Motor Vehicle Mechanic 17.63 05220 - Motor Vehicle Mechanic Helper 12.13 05250 - Motor Vehicle Upholstery Worker 14.82 05280 - Motor Vehicle Wrecker 15.81 05310 - Painter, Automotive 16.71 05340 - Radiator Repair Specialist 15.81 05370 - Tire Repairer 11.33 05400 - Transmission Repair Specialist 17.63
- 07000 - Food Preparation And Service Occupations 07010 - Baker 10.07 07041 - Cook I 9.57 07042 - Cook II 10.88 07070 - Dishwasher 7.36 07130 - Food Service Worker 8.27 07210 - Meat Cutter 12.04

07260 - Waiter/Waitress 7.25
09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 15.59
09040 - Furniture Handler 10.15 09080 - Furniture Refinisher 15.59 09090 - Furniture Refinisher Helper 11.99 09110 - Furniture Repairer, Minor 13.82 09130 - Upholsterer 15.59
11000 - General Services And Support Occupations 11030 - Cleaner, Vehicles 8.63 11060 - Elevator Operator 9.00 11090 - Gardener 11.40 11122 - Housekeeping Aide 9.00 11150 - Janitor 9.00 11210 - Laborer, Grounds Maintenance 10.33 11240 - Maid or Houseman 7.72 11260 - Pruner 9.19 11270 - Tractor Operator 11.55 11330 - Trail Maintenance Worker 10.33 11360 - Window Cleaner 10.08
12000 - Health Occupations 12010 - Ambulance Driver 14.82 12011 - Breath Alcohol Technician 16.45 12012 - Certified Occupational Therapist Assistant 23.26 12015 - Certified Physical Therapist Assistant 23.37 12020 - Dental Assistant 15.27 12025 - Dental Hygienist 32.41 12030 - EKG Technician 25.72 12035 - Electroneurodiagnostic Technologist 25.72 12040 - Emergency Medical Technician 14.82 12071 - Licensed Practical Nurse I 15.13 12072 - Licensed Practical Nurse II 17.02 12073 - Licensed Practical Nurse III 18.91 12100 - Medical Assistant 13.01 12130 - Medical Laboratory Technician 15.40 12160 - Medical Record Clerk 13.45 12190 - Medical Record Technician 15.99 12195 - Medical Transcriptionist 15.31 12210 - Nuclear Medicine Technologist 37.25 12221 - Nursing Assistant I 9.68 12222 - Nursing Assistant II 10.87 12223 - Nursing Assistant III 12.63 12224 - Nursing Assistant IV 14.17 12235 - Optical Dispenser 11.98 12236 - Optical Technician 15.13 12250 - Pharmacy Technician 15.24 12280 - Phlebotomist 14.28 12305 - Radiologic Technologist 22.50 12311 - Registered Nurse I 20.88 12312 - Registered Nurse II 25.55 12313 - Registered Nurse II, Specialist 25.55 12314 - Registered Nurse III 30.91 12315 - Registered Nurse III, Anesthetist 30.91 12316 - Registered Nurse IV 37.05 12317 - Scheduler (Drug and Alcohol Testing) 18.91
13000 - Information And Arts Occupations 13011 - Exhibits Specialist I 15.66 13012 - Exhibits Specialist II 19.33 13013 - Exhibits Specialist III 23.65 13041 - Illustrator I 15.65 13042 - Illustrator II 19.33 13043 - Illustrator III 23.65 13047 - Librarian 21.45 13050 - Library Aide/Clerk 11.97 13054 - Library Information Technology Systems 19.33 Administrator 13058 - Library Technician 15.66 13061 - Media Specialist I 14.32 13062 - Media Specialist II 16.03 13063 - Media Specialist III 17.86 13071 - Photographer I 13.94 13072 - Photographer II 15.66 13073 - Photographer III 19.31 13074 - Photographer IV 23.60 13075 - Photographer V 28.74 13110 - Video Teleconference Technician 15.58
14000 - Information Technology Occupations 14041 - Computer Operator I 14.59 14042 - Computer Operator II 16.86 14043 - Computer Operator III 19.88 14044 - Computer Operator IV 22.02

14045 - Computer Operator V 24.38 14071 - Computer Programmer I 20.12 14072 - Computer
 Programmer II 24.52 14073 - Computer Programmer III (see 1) 14074 -
 Computer Programmer IV (see 1) 14101 - Computer Systems Analyst I
 24.73 14102 - Computer Systems Analyst II (see 1) 14103 - Computer Systems
 Analyst III (see 1) 14150 - Peripheral Equipment Operator 14.59 14160 -
 Personal Computer Support Technician 22.02
 15000 - Instructional Occupations 15010 - Aircrew Training Devices Instructor (Non-Rated) 24.73
 15020 - Aircrew Training Devices Instructor (Rated) 29.56 15030 - Air Crew Training Devices
 Instructor (Pilot) 35.43 15050 - Computer Based Training Specialist / Instructor 24.73 15060
 - Educational Technologist 26.64 15070 - Flight Instructor (Pilot) 35.43 15080 - Graphic
 Artist 17.62 15090 - Technical Instructor 20.75 15095 - Technical Instructor/Course Developer
 25.13 15110 - Test Proctor 17.61 15120 - Tutor 17.61
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations 16010 - Assembler 7.93 16030 -
 Counter Attendant 7.93 16040 - Dry Cleaner 10.24 16070 - Finisher, Flatwork, Machine 7.93
 16090 - Presser, Hand 7.93 16110 - Presser, Machine, Drycleaning 7.93 16130 - Presser,
 Machine, Shirts 7.93 16160 - Presser, Machine, Wearing Apparel, Laundry 7.93 16190 - Sewing
 Machine Operator 11.04 16220 - Tailor 11.82 16250 - Washer, Machine 8.67
 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room)
 17.83 19040 - Tool And Die Maker 20.71
 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator 12.51 21030 -
 Material Coordinator 16.12 21040 - Material Expediter 16.12 21050 - Material Handling Laborer
 10.06 21071 - Order Filler 10.77 21080 - Production Line Worker (Food Processing) 12.51
 21110 - Shipping Packer 12.93 21130 - Shipping/Receiving Clerk 12.93 21140 - Store Worker I
 9.38 21150 - Stock Clerk 13.16 21210 - Tools And Parts Attendant 12.51 21410 - Warehouse
 Specialist 12.51
 23000 - Mechanics And Maintenance And Repair Occupations 23010 - Aerospace Structural Welder
 22.04 23021 - Aircraft Mechanic I 20.73 23022 - Aircraft Mechanic II 22.04 23023 - Aircraft
 Mechanic III 23.16 23040 - Aircraft Mechanic Helper 13.86 23050 - Aircraft, Painter 18.61
 23060 - Aircraft Servicer 15.99 23080 - Aircraft Worker 17.05 23110 - Appliance Mechanic
 15.95 23120 - Bicycle Repairer 11.51 23125 - Cable Splicer 21.43 23130 - Carpenter,
 Maintenance 15.84 23140 - Carpet Layer 16.69 23160 - Electrician, Maintenance 19.86 23181 -
 Electronics Technician Maintenance I 19.30 23182 - Electronics Technician Maintenance II 20.62
 23183 - Electronics Technician Maintenance III 22.36 23260 - Fabric Worker 15.56 23290 - Fire
 Alarm System Mechanic 18.68 23310 - Fire Extinguisher Repairer 14.42 23311 - Fuel
 Distribution System Mechanic 18.68 23312 - Fuel Distribution System Operator 14.42 23370 -
 General Maintenance Worker 15.93 23380 - Ground Support Equipment Mechanic 20.73 23381 -
 Ground Support Equipment Servicer 15.99 23382 - Ground Support Equipment Worker 17.05 23391 -
 Gunsmith I 14.42 23392 - Gunsmith II 16.69 23393 - Gunsmith III 18.97 23410 - Heating,
 Ventilation And Air-Conditioning 16.97

Mechanic 23411 - Heating, Ventilation And Air Contditioning 18.05 Mechanic (Research Facility) 23430 - Heavy Equipment Mechanic 17.29 23440 - Heavy Equipment Operator 16.86
 23460 - Instrument Mechanic 20.38 23465 - Laboratory/Shelter Mechanic 18.02 23470 - Laborer 10.06 23510 - Locksmith 15.95 23530 - Machinery Maintenance Mechanic 18.94 23550 - Machinist, Maintenance 15.98 23580 - Maintenance Trades Helper 13.19 23591 - Metrology Technician I 20.38 23592 - Metrology Technician II 21.67 23593 - Metrology Technician III 22.98 23640 - Millwright 18.97 23710 - Office Appliance Repairer 15.95 23760 - Painter, Maintenance 17.15 23790 - Pipefitter, Maintenance 20.16 23810 - Plumber, Maintenance 18.49 23820 - Pneudraulic Systems Mechanic 18.97 23850 - Rigger 18.97 23870 - Scale Mechanic 16.69 23890 - Sheet-Metal Worker, Maintenance 18.10 23910 - Small Engine Mechanic 16.69 23931 - Telecommunications Mechanic I 26.38 23932 - Telecommunications Mechanic II 32.26 23950 - Telephone Lineman 21.42 23960 - Welder, Combination, Maintenance 16.45 23965 - Well Driller 18.97 23970 - Woodcraft Worker 18.97 23980 - Woodworker 13.07
 24000 - Personal Needs Occupations 24570 - Child Care Attendant 9.49 24580 - Child Care Center Clerk 11.84 24610 - Chore Aide 8.61 24620 - Family Readiness And Support Services 11.38 Coordinator 24630 - Homemaker 13.17
 25000 - Plant And System Operations Occupations 25010 - Boiler Tender 18.97 25040 - Sewage Plant Operator 15.62 25070 - Stationary Engineer 18.97 25190 - Ventilation Equipment Tender 12.86 25210 - Water Treatment Plant Operator 15.62
 27000 - Protective Service Occupations 27004 - Alarm Monitor 12.29 27007 - Baggage Inspector 10.98 27008 - Corrections Officer 14.90 27010 - Court Security Officer 16.80 27030 - Detection Dog Handler 14.19 27040 - Detention Officer 14.90 27070 - Firefighter 17.11 27101 - Guard I 10.98 27102 - Guard II 14.19 27131 - Police Officer I 18.32 27132 - Police Officer II 20.36
 28000 - Recreation Occupations 28041 - Carnival Equipment Operator 12.62 28042 - Carnival Equipment Repairer 13.61 28043 - Carnival Equipment Worker 8.63 28210 - Gate Attendant/Gate Tender 12.73 28310 - Lifeguard 11.34 28350 - Park Attendant (Aide) 14.24 28510 - Recreation Aide/Health Facility Attendant 10.09 28515 - Recreation Specialist 15.98 28630 - Sports Official 11.34 28690 - Swimming Pool Operator 14.79
 29000 - Stevedoring/Longshoremen Occupational Services 29010 - Blocker And Bracer 15.59 29020 - Hatch Tender 15.14 29030 - Line Handler 15.14 29041 - Stevedore I 14.17 29042 - Stevedore II 16.29
 30000 - Technical Occupations 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 35.77 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.66 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.16 30021 - Archeological Technician I 14.27 30022 - Archeological Technician II 15.58 30023 - Archeological Technician III 19.76

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A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordinance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordinance, explosive, and incendiary ordinance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage

determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE

DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2521 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE
CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C.
20210 |||

| Wage Determination No.: 2005-2521
Diane C. Koplewski Division of | Revision No.: 12
Director Wage Determinations | Date Of Revision: 06/13/2011

State: Texas

Area: Texas Counties of Atascosa, Bandera, Bexar, Comal, De Witt, Edwards, Gillespie,
Gonzales, Guadalupe, Karnes, Kendall, Kerr, Kinney, McMullen, Medina, Real, Uvalde,
Val Verde, Wilson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE

- 01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 13.82 01012 - Accounting Clerk II 15.51 01013 - Accounting Clerk III 17.35 01020 - Administrative Assistant 21.96 01040 - Court Reporter 22.14 01051 - Data Entry Operator I 11.59 01052 - Data Entry Operator II 12.65 01060 - Dispatcher, Motor Vehicle 16.11 01070 - Document Preparation Clerk 13.27 01090 - Duplicating Machine Operator 13.27 01111 - General Clerk I 11.26 01112 - General Clerk II 13.21 01113 - General Clerk III 15.45 01120 - Housing Referral Assistant 19.91 01141 - Messenger Courier 11.03 01191 - Order Clerk I 12.49 01192 - Order Clerk II 13.63 01261 - Personnel Assistant (Employment) I 17.04 01262 - Personnel Assistant (Employment) II 19.23 01263 - Personnel Assistant (Employment) III 21.26 01270 - Production Control Clerk 18.59 01280 - Receptionist 11.89 01290 - Rental Clerk 14.90 01300 - Scheduler, Maintenance 15.96 01311 - Secretary I 15.96 01312 - Secretary II 17.86 01313 - Secretary III 19.91 01320 - Service Order Dispatcher 14.26 01410 - Supply Technician 21.96 01420 - Survey Worker 16.65 01531 - Travel Clerk I 12.19 01532 - Travel Clerk II 12.94 01533 - Travel Clerk III 13.60 01611 - Word Processor I 13.33 01612 - Word Processor II 14.96 01613 - Word Processor III 16.73
- 05000 - Automotive Service Occupations 05005 - Automobile Body Repairer, Fiberglass 18.41 05010 - Automotive Electrician 17.75 05040 - Automotive Glass Installer 16.77 05070 - Automotive Worker 16.77 05110 - Mobile Equipment Servicer 14.96 05130 - Motor Equipment Metal Mechanic 18.68 05160 - Motor Equipment Metal Worker 16.77 05190 - Motor Vehicle Mechanic 18.41 05220 - Motor Vehicle Mechanic Helper 14.17 05250 - Motor Vehicle Upholstery Worker 15.83 05280 - Motor Vehicle Wrecker 16.77 05310 - Painter, Automotive 17.75 05340 - Radiator Repair Specialist 16.77 05370 - Tire Repairer 11.12 05400 - Transmission Repair Specialist 18.68
- 07000 - Food Preparation And Service Occupations 07010 - Baker 12.53 07041 - Cook I 9.42 07042 - Cook II 11.33 07070 - Dishwasher 7.76 07130 - Food Service Worker 8.51 07210 - Meat Cutter 12.63 07260 - Waiter/Waitress 7.94
- 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 15.03 09040 - Furniture Handler 10.46 09080 - Furniture Refinisher 15.03 09090 - Furniture Refinisher Helper 12.00 09110 - Furniture Repairer, Minor 13.42 09130 - Upholsterer 15.03
- 11000 - General Services And Support Occupations 11030 - Cleaner, Vehicles 9.02 11060 - Elevator Operator 9.02 11090 - Gardener 13.57 11122 - Housekeeping Aide 10.53 11150 - Janitor 10.53 11210 - Laborer, Grounds Maintenance 11.41 11240 - Maid or Houseman 8.80 11260 - Pruner 10.36 11270 - Tractor Operator 12.91 11330 - Trail Maintenance Worker 11.41 11360 - Window Cleaner 11.60
- 12000 - Health Occupations 12010 - Ambulance Driver 14.40 12011 - Breath Alcohol Technician 14.74 12012 - Certified Occupational Therapist Assistant 28.34 12015 - Certified Physical Therapist Assistant 26.24 12020 - Dental Assistant 14.50 12025 - Dental Hygienist 32.84 12030 - EKG Technician 23.56 12035 - Electroneurodiagnostic Technologist 23.56 12040 - Emergency Medical Technician 14.40 12071 - Licensed Practical Nurse I 15.73 12072 - Licensed Practical Nurse II 17.60 12073 - Licensed Practical Nurse III 19.62 12100 - Medical Assistant 13.01 12130 - Medical Laboratory Technician 16.80 12160 - Medical Record Clerk 13.61 12190 - Medical Record Technician 14.86 12195 - Medical Transcriptionist 13.76 12210 - Nuclear Medicine Technologist 29.68 12221 - Nursing Assistant I 10.42 12222 - Nursing Assistant II 11.71 12223 - Nursing Assistant III 12.78 12224 - Nursing Assistant IV 14.35 12235 - Optical Dispenser 14.94 12236 - Optical Technician 15.20 12250 - Pharmacy Technician 16.23 12280 - Phlebotomist 14.35 12305 - Radiologic Technologist 24.06 12311 - Registered Nurse I 24.40 12312 - Registered Nurse II 29.85 12313 - Registered Nurse II, Specialist 29.85 12314 - Registered Nurse III 36.11 12315 - Registered Nurse III, Anesthetist 36.11 12316 - Registered Nurse IV 43.28 12317 - Scheduler (Drug and Alcohol Testing) 18.26
- 13000 - Information And Arts Occupations 13011 - Exhibits Specialist I 18.12 13012 - Exhibits Specialist II 22.45 13013 - Exhibits Specialist III 27.46 13041 - Illustrator I 18.68 13042 - Illustrator II 23.15 13043 - Illustrator III 26.62 13047 - Librarian 25.63 13050 - Library Aide/Clerk 11.03 13054 - Library Information Technology Systems 23.15 Administrator 13058 -

Library Technician 14.44 13061 - Media Specialist I 15.87 13062 - Media Specialist II 17.79
13063 - Media Specialist III 19.84 13071 - Photographer I 14.29 13072 - Photographer II 16.15
13073 - Photographer III 18.92 13074 - Photographer IV 21.54 13075 - Photographer V 26.14
13110 - Video Teleconference Technician 16.33
14000 - Information Technology Occupations 14041 - Computer Operator I 15.51 14042 - Computer
Operator II 17.35 14043 - Computer Operator III 19.35

14044 - Computer Operator IV 21.50 14045 - Computer Operator V 23.80 14071 - Computer
 Programmer I (see 1) 22.29 14072 - Computer Programmer II
 (see 1) 14073 - Computer Programmer III (see 1) 14074 - Computer
 Programmer IV (see 1) 14101 - Computer Systems Analyst I
 (see 1) 14102 - Computer Systems Analyst II (see 1) 14103 - Computer
 Systems Analyst III (see 1) 14150 - Peripheral Equipment Operator 15.51
 14160 - Personal Computer Support Technician 21.50
 15000 - Instructional Occupations 15010 - Aircrew Training Devices Instructor (Non-Rated) 26.31
 15020 - Aircrew Training Devices Instructor (Rated) 31.51 15030 - Air Crew Training Devices
 Instructor (Pilot) 37.76 15050 - Computer Based Training Specialist / Instructor 26.31 15060
 - Educational Technologist 26.86 15070 - Flight Instructor (Pilot) 37.76 15080 - Graphic
 Artist 22.57 15090 - Technical Instructor 18.93 15095 - Technical Instructor/Course Developer
 23.16 15110 - Test Proctor 15.28 15120 - Tutor 15.28
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations 16010 - Assembler 8.64 16030 -
 Counter Attendant 8.64 16040 - Dry Cleaner 10.50 16070 - Finisher, Flatwork, Machine 8.64
 16090 - Presser, Hand 8.64 16110 - Presser, Machine, Drycleaning 8.64 16130 - Presser,
 Machine, Shirts 8.64 16160 - Presser, Machine, Wearing Apparel, Laundry 8.64 16190 - Sewing
 Machine Operator 11.08 16220 - Tailor 11.63 16250 - Washer, Machine 9.37
 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room)
 16.35 19040 - Tool And Die Maker 19.26
 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator 12.22 21030 -
 Material Coordinator 18.59 21040 - Material Expediter 18.59 21050 - Material Handling Laborer
 10.58 21071 - Order Filler 11.28 21080 - Production Line Worker (Food Processing) 12.22
 21110 - Shipping Packer 12.67 21130 - Shipping/Receiving Clerk 12.67 21140 - Store Worker I
 10.23 21150 - Stock Clerk 13.18 21210 - Tools And Parts Attendant 12.22 21410 - Warehouse
 Specialist 12.22
 23000 - Mechanics And Maintenance And Repair Occupations 23010 - Aerospace Structural Welder
 20.73 23021 - Aircraft Mechanic I 19.59 23022 - Aircraft Mechanic II 20.73 23023 - Aircraft
 Mechanic III 21.85 23040 - Aircraft Mechanic Helper 13.74 23050 - Aircraft, Painter 17.58
 23060 - Aircraft Servicer 15.39 23080 - Aircraft Worker 16.41 23110 - Appliance Mechanic
 17.25 23120 - Bicycle Repairer 11.12 23125 - Cable Splicer 19.50 23130 - Carpenter,
 Maintenance 16.16 23140 - Carpet Layer 15.04 23160 - Electrician, Maintenance 19.55 23181 -
 Electronics Technician Maintenance I 22.30 23182 - Electronics Technician Maintenance II 23.80
 23183 - Electronics Technician Maintenance III 25.32 23260 - Fabric Worker 14.33 23290 - Fire
 Alarm System Mechanic 17.71 23310 - Fire Extinguisher Repairer 13.77 23311 - Fuel
 Distribution System Mechanic 17.42 23312 - Fuel Distribution System Operator 14.33 23370 -
 General Maintenance Worker 15.37 23380 - Ground Support Equipment Mechanic 19.59 23381 -
 Ground Support Equipment Servicer 15.10 23382 - Ground Support Equipment Worker 16.10 23391 -
 Gunsmith I 14.33 23392 - Gunsmith II 15.37 23393 - Gunsmith III 17.42

23410 - Heating, Ventilation And Air-Conditioning 17.42 Mechanic 23411 - Heating,
 Ventilation And Air Contditioning 18.44 Mechanic (Research Facility) 23430 - Heavy Equipment
 Mechanic 17.55 23440 - Heavy Equipment Operator 17.42 23460 - Instrument Mechanic 20.11
 23465 - Laboratory/Shelter Mechanic 16.41 23470 - Laborer 10.03 23510 - Locksmith 15.48
 23530 - Machinery Maintenance Mechanic 17.57 23550 - Machinist, Maintenance 17.42 23580 -
 Maintenance Trades Helper 12.21 23591 - Metrology Technician I 20.11 23592 - Metrology
 Technician II 21.29 23593 - Metrology Technician III 22.45 23640 - Millwright 19.02 23710 -
 Office Appliance Repairer 16.68 23760 - Painter, Maintenance 16.16 23790 - Pipefitter,
 Maintenance 19.33 23810 - Plumber, Maintenance 18.21 23820 - Pneudraulic Systems Mechanic
 17.42 23850 - Rigger 17.42 23870 - Scale Mechanic 15.13 23890 - Sheet-Metal Worker,
 Maintenance 17.78 23910 - Small Engine Mechanic 15.37 23931 - Telecommunications Mechanic I
 21.97 23932 - Telecommunications Mechanic II 23.21 23950 - Telephone Lineman 20.66 23960 -
 Welder, Combination, Maintenance 17.15 23965 - Well Driller 17.15 23970 - Woodcraft Worker
 17.42 23980 - Woodworker 13.16
 24000 - Personal Needs Occupations 24570 - Child Care Attendant 9.45 24580 - Child Care Center
 Clerk 12.07 24610 - Chore Aide 10.57 24620 - Family Readiness And Support Services 10.76
 Coordinator 24630 - Homemaker 13.69
 25000 - Plant And System Operations Occupations 25010 - Boiler Tender 18.19 25040 - Sewage
 Plant Operator 16.47 25070 - Stationary Engineer 18.19 25190 - Ventilation Equipment Tender
 12.13 25210 - Water Treatment Plant Operator 16.43
 27000 - Protective Service Occupations 27004 - Alarm Monitor 14.89 27007 - Baggage Inspector
 11.24 27008 - Corrections Officer 21.15 27010 - Court Security Officer 21.15 27030 -
 Detection Dog Handler 14.37 27040 - Detention Officer 21.15 27070 - Firefighter 22.59 27101
 - Guard I 11.24 27102 - Guard II 14.20 27131 - Police Officer I 23.14 27132 - Police Officer
 II 25.77
 28000 - Recreation Occupations 28041 - Carnival Equipment Operator 9.89 28042 - Carnival
 Equipment Repairer 10.39 28043 - Carnival Equipment Worker 8.25 28210 - Gate Attendant/Gate
 Tender 12.51 28310 - Lifeguard 11.05 28350 - Park Attendant (Aide) 13.88 28510 - Recreation
 Aide/Health Facility Attendant 10.13 28515 - Recreation Specialist 14.76 28630 - Sports
 Official 11.05 28690 - Swimming Pool Operator 13.35
 29000 - Stevedoring/Longshoremen Occupational Services 29010 - Blocker And Bracer 18.90 29020 -
 Hatch Tender 18.90 29030 - Line Handler 18.90 29041 - Stevedore I 17.63 29042 - Stevedore II
 20.19
 30000 - Technical Occupations 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
 35.77 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.66 30012 - Air
 Traffic Control Specialist, Terminal (HFO) (see 2) 27.16 30021 - Archeological Technician I
 16.47 30022 - Archeological Technician II 17.18

30023 - Archeological Technician III 23.40 30030 - Cartographic Technician 23.74 30040 - Civil Engineering Technician 20.21 30061 - Drafter/CAD Operator I 17.13 30062 - Drafter/CAD Operator II 19.16 30063 - Drafter/CAD Operator III 21.37 30064 - Drafter/CAD Operator IV 26.29 30081 - Engineering Technician I 15.91 30082 - Engineering Technician II 17.86 30083 - Engineering Technician III 19.98 30084 - Engineering Technician IV 24.75 30085 - Engineering Technician V 30.27 30086 - Engineering Technician VI 36.63 30090 - Environmental Technician 19.43 30210 - Laboratory Technician 19.16 30240 - Mathematical Technician 23.74 30361 - Paralegal/Legal Assistant I 16.70 30362 - Paralegal/Legal Assistant II 21.82 30363 - Paralegal/Legal Assistant III 26.68 30364 - Paralegal/Legal Assistant IV 32.25 30390 - Photo-Optics Technician 23.74 30461 - Technical Writer I 24.59 30462 - Technical Writer II 30.08 30463 - Technical Writer III 34.17 30491 - Unexploded Ordnance (UXO) Technician I 22.74 30492 - Unexploded Ordnance (UXO) Technician II 27.51 30493 - Unexploded Ordnance (UXO) Technician III 32.97 30494 - Unexploded (UXO) Safety Escort 22.74 30495 - Unexploded (UXO) Sweep Personnel 22.74 30620 - Weather Observer, Combined Upper Air Or (see 2) 21.37 Surface Programs 30621 - Weather Observer, Senior (see 2) 23.74

31000 - Transportation/Mobile Equipment Operation Occupations 31020 - Bus Aide 12.95 31030 - Bus Driver 16.78 31043 - Driver Courier 13.17 31260 - Parking and Lot Attendant 9.64 31290 - Shuttle Bus Driver 14.18 31310 - Taxi Driver 11.35 31361 - Truckdriver, Light 14.18 31362 - Truckdriver, Medium 15.07 31363 - Truckdriver, Heavy 16.69 31364 - Truckdriver, Tractor-Trailer 16.69

99000 - Miscellaneous Occupations 99030 - Cashier 9.41 99050 - Desk Clerk 9.68 99095 - Embalmer 18.80 99251 - Laboratory Animal Caretaker I 10.07 99252 - Laboratory Animal Caretaker II 10.84 99310 - Mortician 22.43 99410 - Pest Controller 15.42 99510 - Photofinishing Worker 11.95 99710 - Recycling Laborer 13.34 99711 - Recycling Specialist 14.83 99730 - Refuse Collector 12.11 99810 - Sales Clerk 10.86 99820 - School Crossing Guard 10.97 99830 - Survey Party Chief 18.41 99831 - Surveying Aide 12.83 99832 - Surveying Technician 15.33 99840 - Vending Machine Attendant 11.39 99841 - Vending Machine Repairer 14.08 99842 - Vending Machine Repairer Helper 11.39

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled work week, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordinance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordinance, explosive, and incendiary ordinance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established

wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

QASP

GATE ATTENDANT QUALITY ASSURANCE SURVEILLANCE PLAN

1. QUALITY ASSURANCE SURVEILLANCE PLAN. This plan will be used to assure the Government that the services specified under this contract are completed satisfactorily. This plan is included for information purposes only and will not be made part of any resulting contract. Payment analysis will be conducted by using unscheduled inspections; however, the Government has the right to change or modify inspection methods at its discretion. Documented poor, marginal, good, or excellent contract performance may be used as weighted factor in awarding future contracts.

2. DEFINITIONS:

2.1 Allowable Deviation. The allowable deviation is the allowable margin of error allowed the Contractor under the Unscheduled Inspection method. If the total number of written warning per inspection period (Invoice Period, unless otherwise specified) is greater than the deviation level, the services will be considered unsatisfactory.

2.2 Contract Percents. Contract Percents are the percentages of the total invoice amount assigned to each job element.

2.3 Unscheduled Inspection. Unscheduled Inspection is a surveillance method consisting of impromptu evaluations of contract requirements. As the name implies these inspections are conducted whenever the inspector determines. During a normal month a minimum of two inspections will be conducted.

2.4 Deductions. Deductions will be made when the number of written warnings exceeds the allowable deviation level.

3. PAYMENT ANALYSIS

3.1 Monitoring. Inspection of all services performed will be accomplished by unscheduled inspections performed by Government Personnel. Quality assurance inspections may be documented by the use of standardized inspection forms signed by the government inspector. Both Government and Contractor will receive a copy of each completed inspection form.

3.2 Deductions. For the purpose of deductions one third of the monthly invoice price will be assigned to gate attendant duties for those attendants performing both park and gate attendant duties. Deduction of the entire contract percent for an element item will be made whenever the allowable deviation is exceeded during an invoice period.

EXAMPLE: a. Total monthly invoice amount for a contract is \$1500.00

b. Inspection item is Job element item 2.c (see Performance Requirement Summary).

c. Allowable Deviation is one inspector warning.

d. Contractor is still (a second time during a invoice period) found to be absent from the gatehouse without prior approval.

e. Contract percent for job element is 5%.

f. Deduction from monthly invoice will be 5% of \$1500.00 or \$75.00.

(\$1500.00 x .05 = \$75.00
\$1500.00 - \$75.00 = \$1425.00 paid to contractor)

PERFORMANCE REQUIREMENTS SUMMARY

Job Element	Contract Reference	Element Item	Allowable Deviation	Contract Percents
1. Fee Collection				
a. Permits	Part II "Specs." <u>User Fees</u>	Fee Block	Two Written Warnings	1%
	Part II "Specs" <u>User Fees</u> <u>Park Office</u>	Permit Completion	Two Written Warnings	5%
b. Safes	" Safe Deposits		One Written Warning	10%
c. Collection				
"	Timely Fee Collections & Cash Conversion		One Written Warning	15%
"	Failure to accurately account for checks & cash allocation		Two Written Warnings	5%
"	Failure to account for Annual Passes and Golden Age Cards as Directed.		Two Written Warnings	5%

2. Visitor Assistance				
a. Park Rounds	Part II "Specs." <u>Surveillance</u> also Scope of Work <u>Park</u>	Surveillance	Two Written Warnings	4%

Inspection

Providing Information	Scope of Work <u>Visitor Assistance</u>	Two Written Warnings	3%
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c. Duty Status	Part II "Specs." <u>Gate Operation</u>	Duty Hours	One Unexcused Absence	5%
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PERFORMANCE REQUIREMENTS SUMMARY

<u>Job Element</u>	<u>Contract Reference</u>	<u>Element Item</u>	<u>Allowable Deviation</u>	<u>Contract Percents</u>
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1. Computer Operation

a. Backups	Part II "Specs." <u>(Park Office/AUPS)</u>		Two Written Warnings	5%
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b. Camp Ground Status/occupied Sites Report	Part II "Specs." <u>Contractor Will</u>	Written Records	Two Written Warnings	4%
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c. Other Records	" <u>"Park Office/AUPS"</u>	" "	" "	4%
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4. Cooperation	Scope of Work <u>Coop. With</u>		Two Written	
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<u>Others</u>	Cooperation	Warnings	4%
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5. Gate House

a. Cleanliness	Scope of Work <u>Living Area and Gatehouse Maintenance</u>	Gate House	Two Written Warnings	3%
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b. Unauthorized Use " " " 2%

c. Commun- Part II
 ications "Specs."
Commun-
ications Communications " 3%

d. Smoking Part II
 "Specs."
Contractor Two
Will Not Smoking Written
 Warning 2%

6. Attendant Site

a. Unauthorized Scope of Work
 Use Living Area Two
and Gatehouse Inspector
Maintenance Attendant Site Warnings 2%

b. Cleanliness " " " " 3%

7. Gate Part II

PERFORMANCE REQUIREMENTS SUMMARY

Job Element	Contract Reference	Element Item	Allowable Deviation	Contract Percents
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Operation	"Specs." <u>Gate</u> <u>Operation</u>	Gate Operation	One Written Warning	3%
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8. Conduct

a. Personal Appearance	Scope of Work <u>Uniform Dress</u> <u>and Personal</u> <u>Appearance</u>	Personal Appearance	Two Written Warnings	2%
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b. Interaction With Public	" Courtesy		One Written Warning	4%
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c. Alcohol	Scope of Work <u>Alcohol</u>	Alcohol	None	3% (or termination)
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9. Reservation Program	Scope of Work Campsite		Two Written	
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Reservations Warnings 3%

INSURANCE CLAUSE
FOREIGN NATIONALS

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. The Contractor shall submit, to the COR, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work in the U.S. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B or a completed INS form I-9 accompanied by color copies of the supporting documents used to verify the I-9. Under penalty of law, the Contractor must assure each employee is legally working in the U.S.

REQUIRED INSURANCE – In accordance with FAR 52.228-5

Prior to commencement of work, the Contractor shall furnish the original of his Insurance Certificate directly to the Contracting Officer, Fort Worth District, Corps of Engineers, ATTN: CESWF-CT, P.O. Box 17300, Fort Worth, Texas 76102-0300 and one copy directly to the Area or Project Office. The Contractor shall maintain, during the entire period of his performance under this contract, the following minimum insurance requirements:

- (a) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability is required.
- (b) Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$100,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (c) Workmen's Compensation and Employer's Liability Insurance in the minimum amount of \$100,000.00, or in compliance with applicable State statutes.
- (d) An endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

NOTE: It is recommended that the contractor furnish a copy of the foregoing requirements to his insurance company in order to assure that an Insurance Certificate is issued meeting the minimum requirements shown. The Insurance Certificate shall also show the contract number to which it applies as well as a brief description and location of the work

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SWD-QASP Required Quality Assurance Surveillance Plan (QASP) or Other Surveillance Plan. A QASP or Other Surveillance Plan is included with this contract as follows (check applicable):

QASP or Surveillance Plan is incorporated in the Scope of Work (see Section _____)

QASP or Surveillance Plan is provided below.

QASP or Surveillance Plan is included with the basic contract award document.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

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52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to

return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
 - (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
 - (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)—EFARS

ARITHMETIC DISCREPANCIES

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the term of the contract..

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the term of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Grade	STEP	Employee Class	Monetary Wage	Fringe Benefits
GS-1	1	GENERAL CLERK I	11.32	32.85% for all
GS-2	1	“ “ II	12.54	
GS-3	1	“ “ III	15.30	

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) Definitions. As used in this clause--

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

(a) Definitions. As used in this clause--

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause--

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at

TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond [30 Sep 2012](#). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated 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 contract beyond [30 Sep 2012](#), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.ebs.swf.usace.army.mil

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [DFARS](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the

contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR ~~22.1003-4~~(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.213-1 FAST PAYMENT PROCEDURE (MAY 2006)

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies. (1) Title to the supplies passes to the Government upon delivery to--

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall--

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice. (1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall--

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice ``FAST PAY." Invoices not prominently marked ``FAST PAY" via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either--

(i) Submit the receiving report on the prescribed form with the invoice; or

(ii) Include the following information on the invoice:

(A) Shipment number.

(B) Mode of shipment.

(C) At line item level--

(1) National stock number and/or manufacturer's part number;

(2) Unit of measure;

(3) Ship-To Point;

(4) Mark-For Point, if in the contract; and

(5) FEDSTRIP/MILSTRIP document number, if in the contract.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) Fast pay container identification. The Contractor shall mark all outer shipping containers "FAST PAY." When outer shipping containers are not marked "FAST PAY," the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

RFQ DUE DATE IS 17 February 2012, 2:00 p.m. Central Standard Time

1. Please contact Mrs. Linda McKethan, Contract Specialist, (254) 939-1829, if you have questions.
2. **YOU MUST PROVIDE THE FOLLOWING DOCUMENTS IN YOUR BID PACKAGE:**
 - a.** Complete pages **1 and 3-6** of the solicitation.
 - 1) **Page 1 Block 17a** (or additional sheet) MUST include your company's:
 - i. Name
 - ii. Address
 - iii. Phone Number
 - iv. Tax ID Number (TIN)
 - v. DUNS Number
 - vi. Cage Code (inside "Code" block)—*Also known as your companies' "CCR Number"*
 - b.** Complete **(Section K)** of the solicitation (also submit confirmation of your **ORCA** profile if you have one). You must return the entire filled-in clause with your bid package.
 - c.** Confirmation of CCR registration (print out the first page).
 - d.** You must have an active email address that is monitored.

Bid packages may be emailed, faxed or physically mailed by use of one of the following methods to Contract Specialist, Linda McKethan ONLY:

Email: Linda.N.McKethan@usace.army.mil

Fax: (254) 939-8061, Attn: Linda McKethan

Regular Postal Service:

**USACE, Capital Regional Office
ATTN: Linda McKethan
3110 FM 2271
Belton, TX 76513**

**YOU MUST BE REGISTERED IN CENTRAL
CONTRATOR REGISTRATION (CCR) AND HAVE AN
ACTIVE CAGE CODE TO RECEIVE AN AWARD.**

** ATTENTION BIDDER **

We need your help! Did you want to bid on summer or winter only? Do you want OFF* the Capital Regional Office (Belton, Canyon, Georgetown, Granger, Stillhouse Hollow and Somerville Lakes) bidders list or know someone who wants ON the list? We can assist you! Send us changes or give us a call.

Email: ceswf-od-bn/sh@usace.army.mil

Mail: Belton/Stillhouse Hollow Lakes
Attn: Scott Blank
3740 FM 1670
Belton, TX 76513

Phone: 254/939-2461 Ask for Scott

Please help us by keeping your information up to date. We need your name, address, phone (regular and cellular), email address and the season you want information on (Winter or Summer) so we can be more efficient in our mailing.

Thanks for your help!

*We only control the bidders list for the listed lakes.

BID EVALUATION FACTORS

**Your submission will be evaluated by PRICE and PAST PERFORMANCE.
Complete the following Contractor Information Sheet and return it along with your bid.**

ATTACHMENT 1: Contractor Information Sheet – Capital Regional Office Lakes

****THIS MUST BE COMPLETED AND RETURNED WITH YOUR QUOTATION****

NAME: Person #1 _____ **SSN:** _____
(Last, First Middle) (Social Security Number)

Person #2 _____ **SSN:** _____
(Last, First Middle) (Social Security Number)

IN THE EVENT OF AWARD, ISSUE PURCHASE ORDER TO:

NAME _____
(Last, First Middle)

ADDRESS _____
(Number & Street) (City, State and Zip)

HOME PHONE NUMBER _____ **MOBILE** _____
(Area code and number) (Area code and number)

EMAIL ADDRESS _____

DUNS NUMBER _____ **CAGE CODE NUMBER** _____

SIGNATURES:

Person #1 _____ Person #2 _____

Bidder: Please fill in the date, company name and address, and your name in paragraph 1. Mail, fax or email to your reference and ask them to complete paragraph 2, sign and return to the address in the "TO" block.

PAST PERFORMANCE

Date: _____

To: THE US ARMY CORPS OF ENGINEERS
Capital Regional Office
Attn: Contract Specialist
3110 FM 2271
Belton, TX 76513

From: _____

Subject: Prior Performance

1. _____ is bidding on work as a Contract Gate Attendant with the U.S. Army Corps of Engineers. Part of the bid evaluation process requires the individual to supply work references. This person indicates you have knowledge of their performance with your company and is sending this form to you to complete and return as quickly as possible.
2. Please complete the following information:

Date of Work: _____ thru _____
 Performance: _____Satisfactory _____Unsatisfactory
 Would you Rehire Employee: _____Yes _____No

Signed: _____
 Title: _____

This form may be mailed to the above address or faxed to: Contract Specialist, (254)939-8061.

It may also be emailed to: Linda.N.McKethan@usace.army.mil

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **(254)939-8061**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price

Past Performance

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)