SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: CROREVGA2013

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W9126G-14-T-0028	12-Feb-2014

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	LINDA N. MCKETHAN	254-939-1829	02:00 PM 21 Feb 2014

9. ISSUED BY CODE W9126G

US ARMY ENGINEER DISTRICT, FORT WORTH
ATTN: CESWF-CT
819 TAYLOR ST, ROOM 2A17
FORT WORTH TX 76102-0300

TEL: 817-886-1043
FAX: 817-886-6403

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED
- [X] SET ASIDE: 100 % FOR
  - [X] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: 35.5M NAICS: 561210

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE

FACILITY CODE

TEL.

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 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 [ ] 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)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
- [X] 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
- [ ] 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
	SEE SCHEDULE				

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

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	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					
				Funded Amt:	
	SUMMER GATE ATTENDANTS Capital Region Summer Gate Attendants. Provide all labor, materials, supplies and equipment to furnish gate attendant services at various parks as indicated in accordance with the attached performance work statement for the periods specified at each park.				NAICS CD: 561210 , FSC CD: R699

Multiple awards will be made from this solicitation for Fort Worth District.

Incomplete bids shall be considered non-responsive and will not be considered or evaluated. If a quoter declines to accept a purchase order for a park, the quoter will not be considered for any other awards offered in the solicitation. Only one offer will be made by the government.

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.
POC: Linda McKethan, 254-939-1829
Email bids to: CIV-OPS.Proposals@usace.army.mil

INSTRUCTIONS TO QUOTER

QUOTER DUE DATE/LOCAL TIME: February 21, 2014, 02:00 PM Central Standard Time
POINT OF CONTACT: Email: CIV-OPS.Proposals@usace.army.mil
Linda McKethan @ Phone: 254-939-1829

Quotes will be accepted via **"EMAIL ONLY,"** no fax, mail, express mail, or hand carry, **"NO EXCEPTIONS." Subject line of email must include the solicitation number.**

For additional help contact your local **Procurement Technical Assistance Centers (PTAC).** Centers were created by Congress to assist businesses seeking to compete on federal contracts. Services are generally free; however, a small fee may be charged for certain services. Please use website http://www.aptac-us.org/new/ to contact a center near your business to assist you in the preparation for a federal contract, registering in SAM or other required systems.

SYSTEM FOR AWARD MANAGEMENT (SAM) is REQUIRED to receive an award on all federal government contracts. Therefore, contractors are encouraged to begin this process sooner rather than later. If already registered, please ensure your registration is ACTIVE. The website to register with SAM is: www.sam.gov.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) is REQUIRED. Dun & Bradstreet (D&B) provides a DUNS Number, a unique nine digit identification number, for each physical location of your business. DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants in the System for Award Management (SAM see below). Click here to request your D-U-N-S Number via the Web. If one does not exist for your business location, it can be created within 1 business day. The website to obtain your DUNS number: http://fedgov.dnb.com/webform For technical difficulties, contact govt@dnb.com

ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATIONS (ORCA) allows contractors to complete a one-time certification and representations for your use on any solicitation. The website to complete ORCA is available at the System for Award Manager (SAM): www.sam.gov. The information previously maintained in CCR, FedReg and ORCA now is contained within the Entity Management area in SAM. Legacy EPLS information resides in the Performance Information area of SAM.

WAGE RATES: The Service Contract Act applies (see attached wage rates in Section J). *Note: Does not apply to Contractors registered in System for Award Management (SAM) as Sole Proprietorships.*

Below is a checklist to assist you to ensure all the proper documents are returned for consideration on this solicitation. Only those items checked as "required" must be returned.

Required	Contractor	Item
☒	☐	Complete page 1 of Solicitation. Must include a signature in block 30.
☒	☐	Complete Bid Schedule(s) IF ONLY BIDDING ON ONE PARK OR ONE LAKE, NEED ONLY SEND IN THE BID SCHEDULE FOR THAT PARK; BIDDING ON MULTIPLE LAKES REQUIRES EACH LAKES' BID SCHEDULE FILLED OUT "SEPARATELY." All costs associated with Gate Attendant Services shall be incurred in one **lump sum**. (*Note: Also insert the daily rate as requested.)*
☒	☐	Complete the **Contractor Information Sheet (next page)**.
☒	☐	Include your SSN or the firm's Tax ID Number (TIN) on the Contractor Information Sheet.
☒	☐	Include an active email address that is monitored on the Contractor Information Sheet. You may be notified of your selection by this method!!!
☒	☐	Complete clause 52.212-3 paragraph (b) of the solicitation AND submit a complete ORCA profile **OR** Complete entire clause 52.212-3
☒	☐	You must have an active SAM registration prior to award Include a print out of the first page of YOUR profile.
☒	☐	Send the **Past Performance Letter** to a former employer or person who can vouch for your work capability (even volunteer work) and have them return that form to the Contract Specialist.
☐	☐	Provide **Experience** in the form of a resume.
☒	☐	Scan all documents into a single .pdf file (Call your local library, copy centers, or PTACs)
☒	☐	**EMAIL your proposal: Subject line of email must include the solicitation number and your name**

Contractor Information Sheet

THIS MUST BE COMPLETED AND RETURNED WITH YOUR QUOTE

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

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

IN THE EVENT OF AWARD, ISSUE CONTRACT 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**_____

NAVFAC/USACE PAST PERFORMANCE QUESTIONAIRE (Form PPQ-0)
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)
1. Contractor Information Firm name: CAGE Code: Address: DUNS Number: Phone Number: Email Address: Point of Contact: Contact Phone Number:
2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain) Percent of Project work performed: If subcontractor, who was the prime (Name/Phone #):
3. Contract Information Contract Number: Delivery/Task Order Number (if applicable): Contract type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (please specify): Contract Title: Contract Location: Award Date (mm/dd/yy): Contract Completion Date (mm/dd/yy): Actual Completion Date (mm/dd/yy) Explain Differences: Original Contract Price (Award Amount): Final contract Price (*to include all modifications, if applicable*): Explain Differences:
4. Project Description: Complexity of Work ☐ High ☐ Med ☐ Routine How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)
CLIENT INFORMATION (Client to complete Blocks 5-8) **5. Client Information** Name: Title: Phone Number: Email Address:
6. Describe the client's role in the project:
7. Date Questionnaire was completed (mm/dd/yy):
8. Client's Signature:

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNARIE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNARIE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATION. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT

YOUR EVALUATIONOF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s)	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A

	for which the contractor's corrective actions appear or were ineffective.	singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive or negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.					
1. QUALITY					
a) Quality of technical data/report preparation efforts	E N	VG	S	M	U
b) Ability to meet quality standards for technical performance	E N	VG	S	M	U
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E N	VG	S	M	U
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E N	VG	S	M	U
2. SCHEDULE/TIMELINESS OF PERFORMANCE:					
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E N	VG	S	M	U
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E N	VG	S	M	U
3. CUSTOMER SATISFACTION:					
a) To what extent were the end users satisfied with the project?	E N	VG	S	M	U
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E N	VG	S	M	U
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E N	VG	S	M	U
d) Overall customer satisfaction	E N	VG	S	M	U
4. MANAGEMENT/PERSONNEL/LABOR					
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and /or labor force?	E N	VG	S	M	U
b) Ability to hire, apply, and retain qualified workforce to this effort	E N	VG	S	M	U
c) Government Property Control	E N	VG	S	M	U
d) Knowledge/expertise demonstrated by contractor personnel	E N	VG	S	M	U
e) Utilization of Small Business concerns	E N	VG	S	M	U
f) Ability to simultaneously manage multiple projects with multiple disciplines	E N	VG	S	M	U
g) Ability to assimilate and incorporate changes in requirement					

and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agree price(s)?	E VG S M U N
b) Contractor Proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports. Budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) In the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	YES NO
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	YES NO
f) Have there been any indication that the contractor has had any financial problems? *If yes, please explain below.*	YES NO
6. SAFETY/SECURITY	
a) To What extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements, regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E VG S M U N
b) Compliance with contractual terms/provisions *(explain if specific issues)*	E VG S M U N
c) Would you hire or work with this firm again? *(If no, please explain below)*	YES NO
d) In Summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

Please provide responses to the questions above (*if appliacable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses,

deficiencies, or other comments which may assist our office in evaluating performance risk *(Please attach additional pages in necessary)***:**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	DANA PEAK, Shift A	
0001a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0001b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0001c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	DANA PEAK, Shift B	
0002a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0002b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0002c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	STILLHOUSE PARK, Shift A	
0003a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0003b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0003c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	STILLHOUSE PARK, Shift B	
0004a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0004b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0004c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	UNION GROVE PARK, Shift A	
0005a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0005b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0005c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	UNION GROVE PARK, Shift B	
0006a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0006b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0006c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	CEDAR RIDGE PARK, Shift A	
0007a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0007b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0007c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	CEDAR RIDGE PARK, Shift B	
0008a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0008b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0008c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	WESTCLIFF PARK, Shift A	
0009a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0009b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0009c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	WESTCLIFF PARK, Shift B	
0010a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0010b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0010c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	WHITE FLINT PARK, Shift A	
0011a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0011b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0011c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
BELTON/STILLHOUSE LAKES

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	WHITE FLINT PARK, Shift B	
0012a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0012b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
0012c	**c. Option Period** 01 April 2016 – September 30, 2016 **$**_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
CANYON LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	CRANES MILL PARK, Shift A	
0013a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0013b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
CANYON LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	COMAL PARK, Shift A	
0014a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
CANYON LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	CANYON PARK, Shift A	
0015a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
CANYON LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	CANYON BEACH PARK, Shift A	
0016a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
CANYON LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	POTTERS CREEK PARK, Shift A	
0017a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0017b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
GEORGETOWN LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	CEDAR BREAKS PARK, Shift A	
0018a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0018b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
GEORGETOWN LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	JIM HOGG PARK, Shift B	
0019a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0019b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
GRANGER LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	WILSON FOX PARK, Shift A	
0020a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0020b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
GRANGER LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	TAYLOR PARK, Shift B	
0021a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0021b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
	TOTAL COST	**$**

BID SCHEDULE
GRANGER LAKE

Contract Gate Attendant Services for the following park:

Item #	Attendant Position	Lump Sum
	FRIENDSHIP PARK, Shift A	
0022a	**a. Base Period** 01 April 2014 to 30 September 2014 $_____ per day	**$**
0022b	**b. Option Period** 01 April 2015 to September 30, 2015 $_____ per day	**$**
	TOTAL COST	**$**

Section C - Descriptions and Specifications

APPENDIX - BN/SH

APPENDENCES PERFORMANCE WORK STATEMENT (PWS)

GATE ATTENDANT SERVICES

BELTON/STILLHOUSE HOLLOW LAKES

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Belton/Stillhouse Hollow Lakes. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services as defined in the SWF District Performance Work Statement, Appendices PWS for Belton/Stillhouse Hollow Lakes and Gate Attendant Handbook except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Scope: Gate Attendant services as described in the Belton/Stillhouse Hollow Lake Appendices, Section 1.4, Work to be Performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables Belton/Stillhouse Hollow Lakes' parks.

Position Base Year	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
4 ON/OFF Shift A	92	1472	1131	736
4 on/off Shift B	91	1456	1092	728
Position Option Year	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
4 on/off Shift A	92	1472	1131	736
4 on/off Shift B	91	1456	1092	728

1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

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

1.4.4 Hours of Operation: Contractors "A" and "B" will work an alternating four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all of the federal holidays that fall within their four day shift. Contractors will maintain adequate staffing of the gatehouse during the following specified park hours of operation: 9:00 a.m. - 9:00 p.m. Sunday through Thursday and 9:00 a.m. - 10:00 p.m. Friday and Saturday. Contractors will maintain adequate staffing on site in the park during the remaining hours of the shift to support contractual requirements to include: 9:00 p.m. – 9:00 a.m. Sunday through Thursday and 10:00 p.m. – 9:00 a.m. Friday and Saturday. Contractor "A" will begin work on 1 April and work 4 days and be off 4 days. Contractor "B" will start work on 5 April work 4 days then off 4 days. This pattern continues throughout the term of the contract. The contractor shall be considered available for emergency duty should it be necessary to assist park visitors or meet other contract specifications throughout the duration of the 4 day shift.

1.4.5 Place of Performance: The work to be performed under this contract will be performed at White Flint Park, Cedar Ridge Park, Temple's Lake Park, Live Oak Ridge Park and Westcliff Park on Belton Lake; and at Stillhouse Park, Dana Peak Park, and Union Grove Park on Stillhouse Hollow.

1.4.5.1. White Flint Park (Belton Lake)**:** 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.

1.4.5.2 Cedar Ridge Park (Belton Lake)**:** 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.

1.4.5.3 Temple's Lake Park (Belton Lake)**:** 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.

1.4.5.4 Live Oak Ridge Park (Belton Lake): 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 shall operate the reservation program for Live Oak Ridge and Belton Lakeview's (2 group shelters) at the Live Oak Ridge gatehouse.

1.4.5.5 Westcliff Park (Belton Lake): 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.

1.4.5.6 Stillhouse Park (Stillhouse Hollow Lake): 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.

1.4.5.7 Dana Peak Park (Stillhouse Hollow Lake): 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.

1.4.5.8 Union Grove Park (Stillhouse Hollow Lake): 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.

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements: Not applicable.

1.4.7.1 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

(b) Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: Successful bidders will be required to attend a pre-work conference to be held at a date and time specified by the Lake Manager. It is the successful bidder's responsibility to contact the lake office for pre-work conference time and date prior to the start of the contract. Training session will be held as scheduled with the gate attendant coordinator. Gate Attendants will not receive any separate payment for attending the pre-work conference. Gate Attendants shall attend additional training sessions as required by the Lake Manager during the contract on a regularly scheduled workday.

1.4.10 Contracting Officer Representative (COR): Not required per DFAR 201-602-2, PGI 201-602-2.

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house for the contractor to work from at the parks.

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, telephone and radio communication equipment.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, markers, notepads, pens, pencils, tape, water hose and sprinklers. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Lake Gate Attendant Handbook.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5 of this PWS.

1.6.2 Equipment: The Contractor shall 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. Proof of liability insurance will be submitted to the Lake Manager prior to work start date

1.6.3. Materials: The Contractor shall furnish all materials, excluding those furnished by government as specified above, needed to operate the gatehouse. This list includes, but is not limited to, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age. Gate Attendants will work a four (4) day on and four (4) day off shift. Customer waiting time will be kept as short as possible. Some parks have different schedules. For a list of these parks reference section 4 of this document.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

1.8.1 The Contractor must abide by all applicable State, Federal and Local Laws and regulations, publications, manuals, and local policies and procedures, including the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Fort Worth District Use Fee Program SOP, and the Belton/Stillhouse Hollow Lake Office Gate Attendant Handbook.

1.9 Attachment/Technical Exhibit List:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

TECHNICAL EXHIBIT 1

Performance Requirements Summary: The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required)	**1.1.1.1 Standard**	**Performance Threshold**	**Method of Surveillance**
PRS # 1 The Contractor shall collect User Fees, SWF PWS 1.11.1 and Lake PWS 1.10.2	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. Gate Operations Lake PWS1.10.3	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections Lake PWS 1.10.5	The Contractor completed daily inspections during contract specified times.	(Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12.	Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

1.9.2 Technical Exhibit 2 – Deliverables Schedule

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Operational Reports	On Tuesday or Friday of next work shift	1 original	Hard Copy	Lake Office
Financial Statements	On Tuesday or Friday of next work shift	Original and one (1) copy	Hard Copy	Lake Office
Deposit Statements	On Tuesday or Friday of next work shift	Original and one (1) copy	Hard Copy	Lake Office

1.10 Safety: No additional requirements.

1.11 Work to be Performed:

1.11.1 Compliance: Contractor is responsible for following procedures and requirements specified in a comprehensive Capital Regional Office Gate Attendant Handbook and Belton/Stillhouse Hollow Lake Gate Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.

1.11.2 User Fees: The contractor will be trained according to current fee training requirements prior to collecting fees. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), cash register or User Fee Permit Books. User fees and user fee documents will be delivered to the project office by the gate attendant and turned in to an authorized fee collector or placed in provided collection location as designated by the lake manager. All cash money will be converted to a cashier's check as directed prior to being turned into the project office. A schedule for fee money turn in will be established at the pre-work conference. In the event fees do not balance, the contractor will be responsible for any shortages and any excess collections will be added to a deposit for collection. White Flint Park gate attendants will also operate the NRRS/ORMS system for all fees collected for Winkler Park, and Live Oak Ridge gate attendants will operate the NRRS/ORMS system for all fees collected for Belton Lakeview Park.

1.11.3 Gate Operations: All gate closings and opening shall be performed as indicated in the following table. Between 10:00 pm and 6:00 am, Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. Some parks have after hour keypad access for registered campers. Gate Attendants shall operate automatic gate arms as required by the Lake Manager. Additional gates in nearby free park areas may also be opened and closed by Gate Attendants as required by Lake Manager. Additional gate operations may be added as needed at the direction of the lake manager.

Park Hours of Operations, Belton & Stillhouse Hollow Lakes

Location	Open AM	Close PM	Mileage*	Responsible Attendant
Cedar Ridge Park	6:00	10:00	N/A	Cedar Ridge
Temple Park	6:00	9:00	N/A	Temple
Live Oak Ridge Park	6:00	10:00	N/A	Live Oak Ridge
Miller Springs NA	8:00	Sunset***	0.2 mile	Live Oak Ridge
Miller Springs Park	8:00	Sunset***	0.5 mile**	Live Oak Ridge
Belton Lakeview Park	8:00	Sunset***	4 miles	Live Oak Ridge
Westcliff Park	6:00	10:00	N/A	Westcliff
Westcliff Day-Use	6:00	9:00	N/A	Westcliff
White Flint Park	6:00	10:00	N/A	White Flint
Winkler Park****	6:00	10:00	2 miles	White Flint
Stillhouse Beach Area	6:00	9:00	N/A	Stillhouse
Stillhouse Entrance	6:00	9:00	N/A	Stillhouse
Chalk Ridge Falls NA	8:00	Sunset***	12.0	Stillhouse
Dana Peak Park	6:00	10:00	N/A	Dana Peak
Dana Peak Day-Use	6:00	9:00	N/A	Dana Peak
Union Grove Park	6:00	10:00	N/A	Union Grove
Rivers Bend Park	6:00	Sunset***	4.0	Union Grove

1.11.4 Camping Status: The Contractors camping status will match the reservation arrival reports. The Contractor will make sure that the individuals that are on the reservation arrival reports are current and in agreement with NRRS, ORMS (Outdoor Recreation Management System) or the ORMS reservation reports. Contractor shall perform the duty of changing campsite status markers in accordance with established policies of the Lake Manager. In the event all electrical and/or non-electrical campsites are occupied, Contractor will maintain a waiting list and notify those individuals, in order of placement on the waiting lists, whenever a campsite becomes vacant.

1.11.5 Park Inspections: The Contractor shall inspect entire park a minimum of four (4) times daily. In addition to these inspections the areas shall be inspected prior to start of gate house duties and all vehicles in the park without passes should be tagged for payment and a log kept of each vehicle. Additional inspections may be necessary depending on usage. Violations of rules and regulations by visitors shall be given to park rangers for compliance however they see fit, and not enforced by the contractor. The contractor shall keep an inspection report in a neat and timely manner. All restroom lights and guard lights shall be inspected 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.

1.11.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will unlock entrance gates for the renter. Upon departure of a renter, Gate Attendant will relock access gates.

1.11.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. All items will be turned into the project office when fees are submitted. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will insure that proper identification is obtained from individuals before release of any lost and found property.

1.11.8 Gate House and Landscape Maintenance: The Contractor will maintain the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times.

1.11.8.1 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 – vacuumed, swept, mopped
(c) Equipment – computers and appliances dusted and cleaned
(d) Windows - washed
(e) Entire interior building surfaces - dusted and cleaned if necessary
(f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse will be free of litter
(g) All trash cans - emptied

Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.

1.11.8.2 Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide hose and sprinklers.

1.11.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Lake's Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Lake's Gate Attendant Handbook. A copy of the Lakes Gate Attendant Handbook will be available at the Lake Office for review by prospective bidders.

1.11.9.1 After hours contact information is given to Lake Staff for contact during non gatehouse hours

1.11.9.2 Gate attendant site will be kept clean and maintained by the contract gate attendant to a perimeter of 30 feet surrounding the campsite.

1.11.9.3 The government provides 20/30/50 amp electrical, water and sewer hook-up. The use of these facilities is at the contractors risk and damage to equipment will be the sole responsibility of the contractor. No reimbursement will be made for times of service outages.

1.11.9.4 Mileage charts between facilities can be acquired by requested from the lake office.

DISTRICT PWS

FORT WORTH DISTRICT

PERFORMANCE WORK STATEMENT (PWS)

GATE ATTENDANT SERVICES

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant Services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services for the duration of the contract period as defined in this Performance Work Statement, except for those items specified as government-furnished property and services in each lakes appendices in this solicitation. The contractor shall perform to the standards in this contract. Work to be accomplished under this contract shall be in accordance with this PWS, the lake appendices and the Lake Office Gate Attendant Handbook, for the recreation area named and described herein. The successful contractor must pass a criminal background check. Site visits are highly recommended prior to bidding. See Lake-specific PWS appendices for gate attendant team requirements.

1.1.1 Definitions:

(a) Contractor: The person awarded the contract.

(b) 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 SF 1449 (Solicitation/Contract/Order for Commercial Items).

(c) Lake Manager: The manager of the local lake. The Lake Manager may appoint an authorized representative to act on their behalf.

1.1.2 Basic Requirements: The following requirements for submitting a quote and receiving an award are now mandatory for conducting business with the DOD Government.

(a) 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.

(b) All prospective contractors must be registered in System for Award Management (SAM) 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.sam.gov.

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

(d) E-Verify Verification of Eligibility. The Contractor must use the U.S. Department of Homeland Security E-Verify Program (http://www.uscis.gov/e-verify) website to meet the established employment eligibility requirements. The Contractor must provide to the Government two valid forms of Government-issued identification prior to beginning work to ensure the correct information is entered into the E-Verify system.

1.2 Scope: Gate Attendant services as described in Section 1.11, Work to be Performed, and in lake-specific appendices.

1.3 Period of Performance: The term of the contract and required services are defined in this solicitation in each lake's appendix.

1.4 General Information

1.4.1 Quality Control: *Not Applicable.*

1.4.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.2.1 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 ensure 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 Contraction 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.

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

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

1.4.4 Hours of Operation: The hours of park operation are as specified in Lake-specific appendices. The contractor will provide adequate staffing during all posted hours of park operation.

1.4.5 Place of Performance: The work to be performed under this contract will be performed as described in Lake-specific appendices.

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements:

1.4.7.1 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.2 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51 and the U.S. Army Corps of Engineers, Southwestern Division Recreation Use Fee Program Regulation, SWDR 1130-2-550-1. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

1.4.7.3 Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: *Not Applicable.*

1.4.9 Pre-Work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the government to review the policies outlined in the PWS. This conference will be conducted by the Lake Manager or their representative, at each local lake office or other agreed upon location, and at a time specified in each Lake Appendix.

1.4.9.1 Training. The Contractor will be provided I-Watch and CorpsWatch Training and Southwestern Division Authorized Collectors Training.

1.4.10 Contracting Officer Representative (COR)*: Not applicable unless otherwise established by the Contracting Officer.*

1.4.11 Contractor Key Personnel: *Not Applicable.*

1.4.12 Identification of Contractor Employees: The Government will provide photo identification cards to all contractors. Contractors will wear photo badges on their person as they perform duties to execute the work items under this contract (PWS 1.11).

1.4.13 Contractor Travel: *Not Applicable.*

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: *Not Applicable.*

1.5 Government-Furnished Items and Services:

1.5.1 Facilities: The Government will provide a gate house in the park in which the contractor will work.

1.5.2 Equipment: The Government will provide a non-networked computer for non-sensitive data entry, computer monitors, printers, telephone and radio communication equipment.

1.5.3 Materials: The Government will provide gate house supplies, including forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, china markers, water hose and sprinklers. The Government will provide other items as specified in the lake-specific appendices.

1.5.4 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, and sewer hook-ups and/or dump station nearby. If the contractor's 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.

1.6 Contractor-Furnished Items and Responsibilities:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5, Government-Furnished Items and Responsibilities, of this PWS.

1.6.2 Equipment: 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. Proof of liability insurance will be submitted during the pre-work meeting and prior to the work start date. 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. The contractor will supply the gas for operation of the vehicle while on duty.

1.6.3 Materials: The Contractor shall furnish all materials, excluding those furnished by government as specified above, needed to operate the gatehouse. This list includes, but is not limited to highlighters, color markers, notepads, pens, pencils, tape, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

1.6.4 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 Lake 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 Contracting Officer or his/her authorized representative will not be acceptable. The Contractor will be the sole occupants of the site. Adult family members and friends will not live with the contractor.

1.7 Contractor Management Reporting (CMR): *Not Applicable.*

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

1.9 Attachment/Technical Exhibit List:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary. See Lake-specific appendices.

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule. See Lake-specific appendices.

1.10 Safety:

1.10.1 Safety Manual Requirements: The Contractor(s) shall comply with all pertinent sections of the Corps of Engineers' Safety and Health Requirements Manual, EM 385-1-1, current at the time of award, and any subsequent revisions. This manual can be found on-line at: www.usace.army.mil/usace-docs/eng-manuals/em385-1-1/toc.htm.

1.11 Work to be Performed:

1.11.1 User Fees: The Contractor will follow fee collection, credit voucher, refund, campsite reservation and remittance procedures established by the U.S. Army Corps of Engineers, Southwestern Division Recreation Use Fee Program Regulation, SWDR 1130-2-550-1.

(a) User Fee Collection: The Contractor is required to collect User Fees daily, to ensure 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.

(b) Audits and Fee Security: 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.

(c) Cash on Hand: 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 appendences for amounts required at each park.

(d) Remittance Procedures and Inspection of Use Fees: All Lakes require User Fee remittance a minimum of once a week. See "Use Fee Collections" in each lake appendix, for which process is used at the location(s) on which you are bidding. Inspections will be performed during the contract period as deemed necessary by the Lake Manager.

1.11.2 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) Pick up 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, Field Manager, NRRS, etc., to ensure 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.

(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 Lake Manager. The Contractor will accept the campsite reservation permit/confirmation letter as both proof and payment of the reservation.

1.11.3 Group Shelters: The contractor will keep records and ensure compliance of group shelter use as required by the Lake Manager including the use of the NRRS system, where applicable.

1.11.4 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 ensure compliance with the Fort Worth District camping policy. The contractor will register park users, issue appropriate passes and deliver messages to visitors as required by the Lake 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.

1.11.5 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 regulations, 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, contractor will record any violations of USACE rules or regulations and forward them immediately to the Lake Manager.

1.11.6 Visitor Assistance: The gatehouse will be occupied by the contractor ~~or its employees~~ during the posted hours of the park during which time they will assist the park visitors by providing information concerning the visitors stay. This may include providing free copies of informational pamphlets, rules and regulations and/or maps. The contractor will conduct themselves in a professional and courteous manner at all times.. 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.

1.11.7 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 or Lake Manager. 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 Lake 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 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 local law enforcement agency and to the Lake Manager.

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

1.11.9 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.

1.12 Image, Personal Appearance and Dress:

1.12.1 Favorable Image of the Corps: 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.

1.12.2 Personal Appearance and Dress: 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. Contractor-furnished shirts, hats and/or vests identifying the contractor as the

attendant are encouraged and may be required as noted in the lake appendices. In no way shall these clothing items create an appearance that the contractor or their employee is an employee of the Government. Government-furnished contractor identification badges or tags will be worn by the contractor during on-duty hours at all locations. Cut-offs are not allowed, and shorts must be knee-length or longer. Shoes shall be worn at all times; flip flops or similar footwear will not be permitted.

1.13 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.

1.14 Living Area and Gatehouse Maintenance:

1.14.1 Trailer Area 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 corrals, poultry cages or similar facilities for pets or the raising of animals will be allowed.

1.14.2 Pets: 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.

1.14.3 Excessive Personal Items: No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse.

1.14.4 Smoking: Smoking is not allowed in or within 30 feet of the gatehouse.

1.14.5 Gatehouse Maintenance: 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 any time.

1.14.6 Trash Removal: Solid waste and refuse shall be deposited in a nearby trash receptacle (dumpster) furnished by the Government.

1.14.7 Living Quarters Security: Security of the contractor's living quarters and all personal property shall remain the contractor'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 contractor's property.

1.15 No Soliciting: 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).

1.16 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). This includes, but not limited to the gatehouse or trailer occupied by the contractor.

1.17 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.

1.18 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 at all times.

1.19 Security Bonding:

1.19.1 Bonding for Fee Collection: 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 U.S. 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 in 1.19.1, 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 U.S. 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). 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.

1.20 General Liability and Other Insurance: In addition to automobile insurance required in 1.6.2 Equipment, the contractor is 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.

1.21 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 Lake 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 Lake Manager immediately of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed.

1.22 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 contract.

1.23 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.

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

1.25 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.

1.26 Absenteeism: The Lake Manager should be contacted and given as much advance notice as possible about anticipated absences. The Lake 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 Lake 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 by the Lake Manager and must meet the required bonding and insurance requirements. Payment for time not performed will be subtracted from the lump sum amount at the daily rate. The daily rate is calculated by dividing the lump sum by the total number of days.

1.27 Payment for Services: Payment will be made monthly by Electronic Funds Transfer (EFT) in accordance with FAR 52.212.4. Payment will be made upon receipt and acceptance of proper invoice in accordance with 5 CFR 1315.5 (within approximately 10 days).

1.28 Substitution of Team Member: Team member substitution may be allowed upon prior approval by the Contracting Officer.

1.29 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 major facilities (e.g., beaches, boat ramps, restrooms, campgrounds). Unforeseen closures would include those resulting from droughts, flood, storm damage, infrastructure failure and previously unknown safety hazards.

1.29.1 Grounds for Termination. Inappropriate conduct or unacceptable actions of a contractor may be grounds for termination of the contract. Examples of actions meriting termination include, but are 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 Lake 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.

1.30 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 three (3) years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

1.31 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.

1.32 Other Requirements: See the lake appendices included in this solicitation for further requirements.

APPENDIX-CN

APPENDENCES PERFORMANCE WORK STATEMENT (PWS)

GATE ATTENDANT SERVICES

CANYON LAKE

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Canyon Lake. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services as defined in the SWF District Performance Work Statement and Appendices PWS for Canyon Lake except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Scope: Gate Attendant services as described in the Canyon Lake Appendices, Section 1.10, Work to be Performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables for Cranes Mill Park, Comal Park, Canyon Park, Canyon Beach, and Potters Creek Park.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Cranes Mill A Base Year (1 April – 30 September 2014)	92	184	1380	736
Cranes Mill A Option Year (1 April – 30 September 2014)	92	184	1380	736
Comal A Base Year Only (1 April – 30 September 2014)	92	184	1380	736
Canyon Beach A Base Year Only (1 April – 30 September 2014)	92	184	1380	736
Canyon Park A Base Year Only (1 April – 30 September 2014)	92	184	1380	736
Potters Creek A Base Year (1 April – 30 September 2014)	92	184	1380	736
Potters Creek B Option Year (1 April – 30 September 2014)	92	184	1380	736

1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

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

1.4.4 Hours of Operation: The contractor will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all holidays that fall within their four day shift. Twenty-four hour shifts begin at 10 pm each night and end at 10 pm the following night. Peak usage is 2 pm to 10 pm on Fridays, 12 pm to 6 pm Saturdays and Sundays, and from open to close on holidays. Contractors will maintain adequate staffing of the gatehouse during the park operating hours of 7 am to 10 pm. Contractors will maintain adequate staffing on site in the park during the rest of the shift from 10 pm to 7 am. Contractor "A" will begin work on 1 April and work 4 days. Contractor "B" will start work on 5 April and work 4 days. This pattern continues throughout the term of the contract.

Contractor	Monday - Sunday
Cranes Mill Park Surveillance Hours Gate House Hours Availability Hours	 2 hours a day 7 am – 10 pm 10 pm – 7 am
Comal Park Surveillance Hours Gate House Hours Availability Hours	 2 hours a day 7 am – Sunset Sunset – 7 am
Canyon Beach Surveillance Hours Gate House Hours Availability Hours	 2 hours a day 1 pm – Sunset Monday-Friday 7 am to Sunset Saturday, Sunday, Holidays Sunset – 7 am
Canyon Park Surveillance Hours Gate House Hours Availability Hours	 2 hours a day 7 am – 10 pm 10 pm – 7 am
Potters Creek Park Surveillance Hours Gate House Hours Availability Hours	 2 hours a day 7 am – 10 pm 10 pm – 7 am

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Cranes Mill Park, Comal Park, Canyon Park, Canyon Beach, or Potters Creek Park at Canyon Lake.

1.4.5.1 **Cranes Mill Park:** Cranes Mill Park is a camping only park located approximately 27 miles northwest of I-35 and New Braunfels, TX, just off FM 2673. The park contains 30 RV sites and 34 tent sites, a fishing pier, restrooms with showers and flush toilets, and a boat ramp. Gatehouse is located across the street from gate attendant pad site. The gatehouse is equipped with central heat and air conditioning and restroom facilities. The Government provides 50 amp electrical, water and sewage hook-up at each Contractor RV site.

1.4.5.2 **Comal Park:** 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 Contractors 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. The Government provides 50 amp electrical, water and sewage hook-up at each Contractor RV site.

1.4.5.3 **Canyon Beach:** Canyon Beach is a day-use only park located 19 miles northwest of I-35 and New Braunfels, TX, just off FM 306. Canyon Beach has a developed swimming beach, 13 picnic sites and 200 parking spaces. A portable toilet is supplied by the Government near the gatehouse for use by Contractors. There are no facilities at this park for gate attendants to stay on site, facilities located off-site.

1.4.5.4 **Canyon Park:** Canyon Park is a camping only park located approximately 19 miles northwest of I-35 and New Braunfels, TX, just off FM 306. 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 300 feet from Contractor pad sites. A portable toilet is supplied by the government near the gatehouse for use by Contractors. The Government provides a 50 amp electrical, water and sewage hook-up at each Contractor RV site.

1.4.5.5 **Potters Creek Park:** Potters Creek Park is a camping only park located approximately 24 miles northwest of I-35 and New Braunfels, TX, off FM 306. This park has 131 sites including a boat ramp, RV sites, family sites, tent sites, and screened shelters. Gatehouse is located across the street from gate attendant pad site. The gatehouse is equipped with central heat and air conditioning and restroom facilities. The Government provides a 50 amp electrical, water and sewage hook-up at each Contractor RV site.

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements: Not applicable.

1.4.7.1 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.
(b) Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: Not applicable.

1.4.9 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 Lake Manager or their representative, at the Canyon Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this lake appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.

1.4.10 Contracting Officer Representative (COR): Not required per DFAR 201-602-2, PGI 201-602-2.

1.4.11 Contractor Key Personnel: Not applicable.
1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house for the contractor to work from at the parks.

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, and telephone.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, water hose and sprinklers.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5 of this PWS.

1.6.2 Equipment: The Contractor shall 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. Proof of liability insurance will be submitted to the Gate Attendant Coordinator.

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

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift. 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. Canyon Beach is the only exception. The second team member on the contract may be the second team member on the other Canyon Beach (shift) Contract, but cannot be the second team member on any other contract at any other park. This is due to the limited number of hours worked in the park Monday-Friday.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

1.8.1 The Contractor must abide by all applicable State, Federal and Local Laws and regulations, publications, manuals, and local policies and procedures, including the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Fort Worth District Use Fee Program SOP, and the Canyon Lake Office Gate Attendant Handbook.

1.10 Attachment/Technical Exhibit List:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

TECHNICAL EXHIBIT 1

Performance Requirements Summary: The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required)	**1.1.1.2 Standard**	**Performance Threshold**	**Method of Surveillance**
PRS # 1 The Contractor shall collect User Fees, SWF PWS 1.11.1 and Lake PWS 1.10.2	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. Gate Operations Lake PWS1.10.3	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections Lake PWS 1.10.5	The Contractor completed daily inspections during contract specified times.	(Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12.	Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

1.9.2 Technical Exhibit 2 – Deliverables Schedule

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Receipts	Beginning of Next Shift	1 original	Hard Copy	Fee Collector
Financial Statements	Beginning of Next Shift	1 original	Hard Copy	Fee Collector
Deposit Statements	Beginning of Next Shift	1 original	Hard Copy	Fee Collector

1.10 Safety: No additional requirements.

1.11 Work to be Performed:

1.11.1 Compliance: Contractor is responsible for following procedures and requirements specified in the Canyon Lake Gate Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.

1.11.2 User Fees: The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), or cash register. At this time we have a Fee Collector that will pick up money at the park. If we do not have a Fee Collector, the gate attendant contractor will be responsible for converting all cash into money order or cashier check and dropping the money, receipts, and fee remittance forms in a safe located in the Canyon Lake Project Office (located at the dam) the first business day after their shift has ended. The contractor will be responsible for converting cash into a money order or cashier check at no cost to the government. The Contractor will prepare, balance and sign fee collection documents. 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.

1.11.3 Gate Operations: Park entrance gates will be open and closed according to park hours. Cranes Mill, Canyon Park, and Potters Creek open at 7 am and close at 10 pm each night. Additional, Cranes Mill gate attendants will be responsible for opening the gate to the outside Crappie Dock at 7 am and closing it at sunset, if the area is open. Comal Park opens at 7 am and closes at sunset each day. Canyon Beach opens at 7 am on Saturday, Sunday, and holidays but Monday-Friday (unless it is a holiday) opens at 1 pm and closes at sunset.

1.11.4 Camping Status: The Contractors are responsible for registering and renewing campers and keeping the camper board up to date.

1.11.5 Park Inspections: The Contractor shall inspect the park a minimum of four (4) times a day. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep an inspection report. The Contractor 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, the Contractor 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.

1.11.6 Group Shelters: Group shelters in Canyon Park and Potters Creek Park may be reserved. If the shelters are not reserved, they can be rented on a first come, first serve basis. Gate attendant will be responsible for unlocking gates and making sure electricity is turned on. At the end of the rental period, gate attendants will close up the shelters.

1.11.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

1.11.8 Gate House and Landscape Maintenance: The Contractor will maintain the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times.

1.11.8.1 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) Carpet - vacuumed

(c) Floors - swept and mopped

(d) Windows - washed

(e) Entire interior building surfaces - dusted and cleaned if necessary

(f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse will be free of litter

(g) All trash cans - emptied

Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.

1.11.8.2 Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide hose and sprinklers.

1.11.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Canyon Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Canyon Lake Gate Attendant Handbook.

1.11.10 ADDITIONAL INFORMATION: Prospective bidders not familiar with the job sites are encouraged to visit the project 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. Telephone (830) 964-3341 terri.b.teaschner@usace.army.mil

APPENDIX-GR/NF

APPENDENCES PERFORMANCE WORK STATEMENT (PWS)

GATE ATTENDANT SERVICES

GEORGETOWN/GRANGER LAKES

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Georgetown/Granger Lakes. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services as defined in the SWF District Performance Work Statement, Appendices PWS for Georgetown/Granger Lakes and Gate Attendant Handbook except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Scope: Gate Attendant services as described in the Georgetown/Granger Lake Appendices, Section 1.4, Work to be Performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables Georgetown/Granger Lake parks.

All Parks not specifically listed are part of the 4 on/off schedules. Parks specifically listed are as stated.					
Position Base Year	Number Days	Surveillance Hours	Gate House Hours	Availability Hours	Deposits
4 ON/OFF Shift A	92	1472	1066	736	23
4 on/off Shift B	91	1456	1051	728	23
Friendship Shift A	80	1280	880	640	26
Position Option Year	Number Days	Surveillance Hours	Gate House Hours	Availability Hours	Deposits
4 on/off Shift A	92	1472	1068	736	23
4 on/off Shift B	91	1456	1049	728	23
Friendship Shift A	80	1280	880	640	26

1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

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

Independence Day Christmas Day

1.4.4 Hours of Operation: Contractors "A" and "B" will work an alternating four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all of the federal holidays that fall within their four-day shift. Contractors will maintain adequate staffing of the gatehouse during the following specified park hours of operation: 9:00 a.m. and 08:00 p.m. Sunday through Thursday, and between 9:00 a.m. and 10:00 p.m. on Friday and Saturday. Contractors will maintain adequate staffing on site in the park during the remaining hours of the shift to support contractual requirements to include: 8:00 p.m. and 9:00 a.m. Sunday through Thursday, and 10:00 p.m. and 9:00 a.m. on Friday and Saturday. Contractor "A" will begin work on 1 March and work 4 days and be off 4 days. Contractor "B" will start work on 5 March work 4 days then off 4 days. This pattern continues throughout the term of the contract. The Contractor shall be considered available for emergency duty should it be necessary to assist park visitors or to meet other contract specifications throughout the duration of the 4 day shift.

SPECIAL NOTE: All park operations and gatehouse hours will extend until 10:00pm on any major holiday and the Thursday preceding major holidays.

Georgetown/Granger Lake Hours							
All Parks not specifically listed are part of the 4 on/off schedules. Parks specifically listed are as stated.							
Contractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
4 on/off shift schedules Surveillance Hours Gate House Hours Availability Hours	0600-2200 0900-2000 2000-0600	0600-2200 0900-2000 2000-0600	0600-2200 0900-2000 2000-0600	0600-2200 0900-2000 2000-0600	0600-2200 0900-2200 2200-0600	0600-2200 0900-2200 2200-0600	0600-2200 0900-2000 2000-0600
Friendship Park Surveillance Hours Gate House Hours Availability Hours	none none none	none none none	none none none	none none none	0600-2200 0900-2000 2000-0600	0600-2200 0900-2000 2000-0600	0600-2200 0900-2000 2000-0600

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Cedar Breaks, Russell Park and Jim Hogg Parks at Lake Georgetown and Wilson H. Fox, Willis Creek, Taylor, and Friendship Parks at Granger Lake.

1.4.5.1 Wilson H. Fox Park (Granger Lake): Facilities include 49 campsites with water and 20/30/50 electric hook-ups, 30 picnic shelters, 2 playgrounds, swim beach, fishing dock, group pavilion, 6 restrooms some with hot showers, 2 boat ramps and a dump station. A storage building is available for the contractors use. The Day Use area is closed from November 1 thru the end of February unless otherwise directed by the lake manager. When Day Use areas are open they will open at 6:00 am and close at 9:00 pm.

1.4.5.2 Taylor Park (Granger Lake): Facilities include 48 campsites with water and 20/30 electric hook-ups, playground, 6 restrooms some with hot showers, boat ramp, hiking trail with additional trailhead located outside of main park area, and a dump station. A shared storage building is available for the contractors use. The Day Use area will be closed from November 1 thru the end of February unless otherwise directed by the lake manager. When Day Use areas are open they will open at 6:00 am and close at 9:00 pm.

1.4.5.3 Willis Creek Park (Granger Lake): Facilities include 27 campsites with water and 20/30 electric hook-ups and four with sewer hook-ups, 10 primitive campsites, 5 picnic sites, 3 restrooms

one with hot showers, boat ramp, equestrian trail, group shelter and a dump station. A shared storage building is available for the contractors use.

1.4.5.4 Friendship Park (Granger Lake): Facilities include 10 beach picnic sites, 34 picnic sites, horseshoe and washer pits, 2 restrooms one with hot showers, boat ramp, group shelter and a dump station. This park is closed from November 1 thru the end of February. When Day Use areas are open they will open at 6:00 am and close at 9:00 pm.

1.4.5.5 Cedar Breaks Park (Lake Georgetown): Facilities include 64 campsites with water and 20/30/50 amp electric hook-ups, day use area with 39 sites, 2 large picnic shelters, 2 fishing docks, 4 restrooms (2 with hot showers), 1 boat ramp and 1 dump station.

1.4.5.6 Jim Hogg Park (Lake Georgetown): Facilities include 78 campsites with water and 20/30/50 amp electric hook-ups, 70 campsites with water and 20/30 amp electric hook-ups, 4 restrooms (3 with hot showers), 1 boat ramp, 1 fishing dock, and 1 dump station. A storage building is available on one site for that contractors use.

1.4.5.7 Russell Park (Lake Georgetown): Facilities include 27 non-electric sites (10 screened shelters, 17 primitive sites) for tent camping only, day use area with swim beach and 43 picnic sites, 5 group shelters, 5 restrooms, and 1 boat ramp.

1.4.5.8 Tejas Park (Lake Georgetown): Facilities includes 12 non-electric primitive campsites for tent camping only, 1 tent only group area and 1 restroom. A water hydrant is centrally located for registered campers.

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements: Not applicable.

1.4.7.1 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.
(b) Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: Successful bidders will be required to attend a pre-work conference to be held at a date and time specified by the Lake Manager. It is the successful bidder's responsibility to

contact the lake office for pre-work conference time and date prior to the start of the contract. Training session will be held as scheduled with the gate attendant coordinator. Gate Attendants will not receive any separate payment for attending the pre-work conference. Gate Attendants shall attend additional training sessions as required by the Lake Manager during the contract on a regularly scheduled workday.

1.4.10 Contracting Officer Representative (COR): Not required per DFAR 201-602-2, PGI 201-602-2.

1.4.11 Contractor Key Personnel: Not applicable.
1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house for the contractor to work from at the parks.

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, telephone and radio communication equipment.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, markers, notepads, pens, pencils, tape, water hose and sprinklers. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Lake Gate Attendant Handbook.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5 of this PWS.

1.6.2 Equipment: The Contractor shall 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. Proof of liability insurance will be submitted to the Lake Manager prior to work start date

1.6.3. Materials: The Contractor shall furnish all materials, excluding those furnished by government as specified above, needed to operate the gatehouse. This list includes, but is not limited to, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age. Gate Attendants will work a four (4) day on and four (4) day off shift. A minimum of one of the two person team will man the gatehouse during duty hours. During times of high usage as determined by the lake manager or his representative, both members of the contracting team are required to be in the gatehouse to provide prompt customer service. Customer waiting time will be kept as short as possible. Some parks have different schedules. For a list of these parks reference section 4 of this document.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

1.8.1 The Contractor must abide by all applicable State, Federal and Local Laws and regulations, publications, manuals, and local policies and procedures, including the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Fort Worth District Use Fee Program SOP, and the Georgetown/Granger Lake Office Gate Attendant Handbook.

1.11 Attachment/Technical Exhibit List:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

TECHNICAL EXHIBIT 1

Performance Requirements Summary: The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required)	**1.1.1.3 Standard**	**Performance Threshold**	**Method of Surveillance**
PRS # 1 The Contractor shall collect User Fees, SWF PWS 1.11.1 and Lake PWS 1.10.2	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. Gate Operations Lake PWS1.10.3	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections Lake PWS 1.10.5	The Contractor completed daily inspections during contract specified times.	(Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12.	Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

1.9.2 Technical Exhibit 2 – Deliverables Schedule

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

Deliverable	**Frequency**	**# of Copies**	**Medium/Format**	**Submit To**
Operational Reports	On Tuesday or Friday of next work shift	1 original	Hard Copy	Lake Office
Financial Statements	On Tuesday or Friday of next work shift	Original and one (1) copy	Hard Copy	Lake Office
Deposit Statements	On Tuesday or Friday of next work shift	Original and one (1) copy	Hard Copy	Lake Office

1.10 Safety: No additional requirements.

1.11 Work to be Performed:

1.11.1 Compliance: Contractor is responsible for following procedures and requirements specified in a comprehensive Capital Regional Office Gate Attendant Handbook and Georgetown/Granger Lake Gate

Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.

1.11.2 User Fees: The contractor will be trained according to current fee training requirements prior to collecting fees. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), cash register or User Fee Permit Books. User fees and user fee documents will be delivered to the project office by the gate attendant and turned in to an authorized fee collector or placed in provided collection location as designated by the lake manager. All cash money will be converted to a cashier's check as directed prior to being turned into the project office. A schedule for fee money turn in will be established at the pre-work conference. In the event fees do not balance, the contractor will be responsible for any shortages and any excess collections will be added to a deposit for collection. Russell Park gate attendants will also operate the NRRS/ORMS system for all fees collected for Tejas Park from Russell Park.

1.11.3 Gate Operations: Park entrance gates will be closed at 10:00 pm each night and opened at 6:00 am each morning. Between 10:00 pm and 6:00 am, Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. Some parks have after hour keypad access for registered campers. Gate Attendants shall operate automatic gate arms as required by the Lake Manager. Additional gates in nearby free park areas may also be opened and closed by Gate Attendants as required by Lake Manager. Additional gate operations may be added as needed at the direction of the lake manager.

1.11.4 Camping Status: The Contractors camping status will match the reservation arrival reports. The Contractor will make sure that the individuals that are on the reservation arrival reports are current and in agreement with NRRS, ORMS (Outdoor Recreation Management System) or the ORMS reservation reports. Contractor shall perform the duty of changing campsite status markers in accordance with established policies of the Lake Manager. In the event all electrical and/or non-electrical campsites are occupied, Contractor will maintain a waiting list and notify those individuals, in order of placement on the waiting lists, whenever a campsite becomes vacant.

1.11.5 Park Inspections: The Contractor shall inspect entire park a minimum of four (4) times daily in. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. In addition to these patrols the areas shall be inspected prior to start of gate house duties and all vehicles in the park without passes should be tagged for payment and a log kept of each vehicle. The Contractor shall keep an inspection report in a neat and timely manner. The Contractor 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, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cutoffs will be turned on and off as required by the Lake Manager.

1.11.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will unlock entrance gates for the renter. Upon departure of a renter, Gate Attendant will relock access gates.

1.11.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. All items will be turned into the project office when fees are submitted. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will insure that proper identification is obtained from individuals before release of any lost and found property.

1.11.8 Gate House and Landscape Maintenance: The Contractor will maintain the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times.

1.11.8.1 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 – vacuumed, swept, mopped

(c) Equipment – computers and appliances dusted and cleaned

(d) Windows - washed

(e) Entire interior building surfaces - dusted and cleaned if necessary

(f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse will be free of litter

(g) All trash cans - emptied

1.11.8.2 Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.

1.11.8.3 Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide hose and sprinklers.

1.11.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Lake's Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Lake's Gate Attendant Handbook. A copy of the Lakes Gate Attendant Handbook will be available at the Lake Office for review by prospective bidders.

1.11.9.1 After hours contact information is given to Lake Staff for contact during non gatehouse hours

1.11.9.2 Gate attendant site will be kept clean and maintained by the contract gate attendant to a perimeter of 30 feet surrounding the campsite.

1.11.9.3 The government provides 20/30/50 amp electrical, water and sewer hook-up. The use of these facilities is at the contractors risk and damage to equipment will be the sole responsibility of the contractor. No reimbursement will be made for times of service outages.

1.11.9.4 Mileage charts between facilities can be acquired by requested from the lake office.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

FORT WORTH DISTRICT
QUALITY ASSURANCE SURVEILLANCE PLAN – Gate Attendants
(QASP)

2 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) entitled Gate Attendant Services. This plan sets forth the procedures and guidelines the government quality assurance inspector will use in ensuring the required performance standards or services levels are achieved by the contractor.

2.1 Purpose

2.1.1 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS and to ensure that the government pays only for the level of services received.

2.1.2 This QASP defines the roles and responsibilities of all members of the Integrated Project Team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

2.2 Performance Management Approach

2.2.1 The PWS structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by the Lake Manager to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

2.2.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

2.3 Performance Management Strategy

1.3.1 The contractor is responsible for the quality of all work performed. The Contractor shall furnish all necessary management, supervision, inspection, personnel, materials, supplies, equipment, transportation, and vehicles, except as otherwise provided within the scope of work and specifications, required to perform the specified services. The Contractor's work and responsibility will include, but not limited to, all job planning, programming, scheduling, administration, quality control, and management necessary to accomplish the required specified services. The Contractor will ensure that all work is accomplished in accordance with the contract, all applicable laws, municipal codes, regulations and/or written directives issued by the Contracting Officer or the authorized representative of the Contracting Officer.

1.3.2 This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur. The Government representative(s) will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The government will make determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively. This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

3 ROLES AND RESPONSIBILITIES

3.1 The Contracting Officer (KO)

The Contracting Officer (KO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Lake Manager and the contractor. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the KO. The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The KO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

3.2 The Contracting Officer's Representative (COR): Not Required

The Lake Manager will represent the Contracting Officer and notify the Contracting Officer of any significant performance deficiencies.

3.3 Government Quality Assurance Representative (GQAR)

(GQAR) is responsible for the following:

- Conduct surveillance of ongoing contract work, utilizing the 100% surveillance method to assure work is in conformance with contract specifications of 100% of the services performed.
- Review Activity Hazard Analysis with Contractor at each phase of work to assure that hazards are accurately recognized and mitigated.
- Complete daily reports for all service periods, identifying work status, conditions and items of discussion pertaining to the contract.
- Monitor safe working conditions are always present for all personnel, both contract personnel and government personnel, GQAR personnel are authorized to immediately stop any activity considered unsafe in order to address the hazards properly. The Lake Manager should be immediately notified of the situation.
- Monitor ongoing work for environmental considerations

2.4 Identification of Required Performance Standards/Quality Levels

The required performance standards and/or quality levels are included in the PWS and in Attachment 1, "Performance Requirements Summary". If the contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract. Failure to meet the required service or performance level may result in a deduction from the monthly amount.

4 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate contractor performance when appropriate. The primary methods of surveillance include:

- Random monitoring, which shall be performed by the Lake Manager designated inspector.
- 100% Inspection – Each month, the Lake Manager shall review the generated documentation and enter summary results into the Surveillance Activity Checklist.
- Periodic Inspection – Lake Manager typically performs the periodic inspection on a monthly basis.
- Observation of contractor's daily activities and progress will be conducted by COE QA personnel. QA personnel will monitor/verify hours of work completed by the contractor. Periodic random audits will be conducted.

3.2. Potential Problem Areas where Surveillance will be emphasized:

- Supplies, materials, and equipment used by the contractor must conform to specifications.
- Work hours and work days shall be outlined within the Scope of Work, any changes shall be requested to the Lake Manager and must be approved in advance.
- Contract will be monitored using 100% Quality Assurance using Government Quality Assurance Representatives (GQAR) in coordination with the Contractor's Quality Control Representative (CQCR). Daily reports by CQCR per J 1.9. This does not mean our GQAR team has to be there continuously, but that we will provide almost continuous monitoring of the work and verification that the completed work is in contract compliance.
- Verify that the Safety Officer uses Activity Hazard Analysis. Update the AHA as required. Contractor to provide all required PPE for safety of workers.
- Safety requirements per specification, EM385-1-1 and OSHA shall be strictly monitored.

3.3 Monitoring

The Contract Specification shall be frequently reviewed by the GQAR and the CQCR in determining the quality of work to be performed and the technical guidance for the work to be performed. The GQAR will be present at all times for all work, and the GQAR will inspect all work performed for contract compliance and issues of concern will be brought up to the CQCR for remedial action. Any questions that arise by the GQAR or the CQCR will be addressed by the COR who will review the contract and consult with the KO for a final decision. The GQAR shall verify performance of this contract by:

- Onsite inspections, personal observations of ongoing work.
- Informing the Lake Manager of issues and concerns of work product.

4.4 Customer Feedback

The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the COR or KO as opposed to the contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the Lake Manager or KO.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

4.5 Acceptable Quality Levels/ Allowable Deviations

The acceptable quality levels (AQLs) included in Attachment 1, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. For certain critical activities such as those involving user fee collection and reservation system operation, the desired performance level is established at 100 percent, and minimum acceptable quality level will be based on the attached Payment Analysis and Performance Requirements Summary. Other levels of performance are keyed to the relative importance of the task to the overall mission performance.

5 QUALITY ASSURANCE DOCUMENTATION

5.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques shown in Attachment 1.

5.2 Monitoring Forms

The Government's QA surveillance, accomplished by the Lake Manager, will be reported using the monitoring forms in Attachments 2 and 3. The forms, when completed, will document the Government's assessment of the contractor's performance under the contract to ensure that the required results in accordance with the Performance Requirements Summary are being achieved.

5.2.1 The Lake Manager will retain a copy of all completed QA surveillance forms for review.

6 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

6.1 Documenting Performance

5.1.1 Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. When unacceptable performance occurs, the Lake Manager shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the the Lake Manager shall document the discussion and place it in the the Lake Manager file.

5.1.2 When the Lake Manager determines formal written communication is required, the Lake Manager shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's task manager or on-site representative. A CDR template is attached to this QASP.

5.1.3 The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the Lake Manager. The Government shall review the contractor's corrective action plan to determine acceptability.

5.1.4 Failure to meet the AQL may result in a deduction from the monthly payment, using the deduction percentages shown in Attachment 1. Any CDRs may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, or other actions deemed necessary by the KO.

5.2 Reporting

5.2.1 Contractor Reporting Requirements

- Provide Reports, Schedule of work and updates as required by the Contract specifications.
- Provide names of all personnel which will be working on-site.
- CQCR daily report (J 1.9) provided to the GQAR each work day, and verified by the GQCR.
- Provide Safety meetings as required by EM385-1-1 and Accident Prevention Plan.
- Provide copy of each AHA signed by all employees who were briefed on hazards.

5.2.2 At the end of each month, the Lake Manager will prepare a written report for summarizing the overall results of the quality assurance surveillance of the contractor's performance. This written report, which includes the contractor's submitted monthly report and the completed quality assurance monitoring forms (Attachment 2), will become part of the QA documentation. It will enable the Government to demonstrate whether the contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

5.3 Reviews and Resolution

5.3.1 The COR may require the contractor's project manager, or a designated alternate, to meet with the KO and other Government personnel as deemed necessary to discuss performance evaluation. The Lake Manager will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the the Lake Manager as often as required or per the contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness

5.3.2 This contract shall be monitored by the Government using the 100% inspection technique or by unscheduled inspections. Any areas of performance which have not been sufficiently completed will be identified and the contractor will be responsible to provide mitigation of deficiencies until meeting contract specifications. The the Lake Manager must coordinate and communicate with the contractor and the KO to resolve issues and concerns regarding marginal or unacceptable performance.

5.3.3 The Lake Manager and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification issued by the KO/ACO.

5.4 Payment Analysis

5.4.1 Definitions

5.4.1.1 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 warnings per inspection period (Invoice Period, unless otherwise specified) is equal to or greater than the deviation level, the services will be considered unsatisfactory.

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

5.4.1.3 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.

5.4.1.4 Deductions. Deductions will be made when the number of written warnings equals or exceeds the allowable deviation level.

5.4.2. Payment Analysis

5.4.2.1 Monitoring. Inspection of all services performed will be accomplished by 100% inspection method or 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.

5.4.2.2 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 Absenteeism.

c. Allowable Deviation is two (2) inspector written warnings.

d. Contractor is still (a second time during an 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)

ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels (Allowable Deviation)	Methods of Surveillance	Incentive (Positive and/or Negative) (Impact on Contractor Payments)
Uniform Dress and Personal Appearance	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	5% deduction
Living Area and Gatehouse Maintenance	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	5% deduction
User Fees	Administer quality control program in accordance with PWS	One written warning	100% inspection or unscheduled inspections	15% deduction
Delivery/Inspection of Use Fees	Administer quality control program in accordance with PWS	One written warning	100% inspection or unscheduled inspections	10% deduction
Campsite Reservations	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	5% deduction
Daily Report	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	10% deduction
Camping Status	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	5% deduction
Visitor Assistance	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	5% deduction
Cooperation with Others	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	10% deduction

Park Inspection	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	% deduction
Contractor Vehicle	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	2% deduction
Alcohol	Administer quality control program in accordance with PWS	One written warning	100% inspection or unscheduled inspections	15% deduction
Government Property	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	10% deduction
Absenteeism	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	5% deduction
Gatehouse Operations	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	5% deduction

CONTRACT DISCREPANCY REPORT (CDR)

1. Contract Number: <insert number>

2. TO: (Contractor Task Manager or on-site representative) <insert name>

3. FROM: (Name of Lake Manager) <insert name>

4. Date and time observed discrepancy:

5. DISCREPANCY OR PROBLEM:

<Describe in detail. Identify any attachments.>

6. Corrective action plan:

A written corrective action plan < is / is not > required.

< If a written corrective action plan is required include the following. > The written Corrective Action Plan will be provided to the undersigned not later than < # days after receipt of this CDR. >

Prepared by: <Enter Lake Manager name>

_____ _____

Signature – Lake Manager Date

Received by:

_____ _____

Signature - Contractor Task Manager or on-site representative Date

CLAUSES INCORPORATED BY REFERENCE

52.232-99 (DEV)	Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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 System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM 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 SAM 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 SAM 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) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of clause)

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)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of $25,000 or more, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also

include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.
Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of $25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than $25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds $30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (MAY 2012)

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

Inverted domestic corporation 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.

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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2013)

(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—System for Award Management, or 52.232-34, Payment by Electronic
Funds Transfer--Other Than System for Award Management), 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. 4712 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations 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) System for Award Management (SAM). (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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through https://www.acquisition.gov.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree'' click box or other comparable mechanism (e.g., ``click-wrap'' or ``browse-wrap'' agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (NOV 2013)

(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 clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) 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) (41 U.S.C. 3509).

(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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (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 .Chapter 67).

(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. Chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. Chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (E.O. 12989) (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

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 prior to expiration of 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 prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 3 years 6 months.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(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) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) 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.

(d) 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)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JULY 2013)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1)(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, 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); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

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 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 the stock of which is owned by one or more women; and

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

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include--

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(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

52.222-17 Nondisplacement of Qualified Workers (Jan 2013)

(a) “Service employee,” as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term “service employee” includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c)

(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)

(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contact performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)

(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee

meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email displaced@dol.gov .

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

(End of clause)

52.222-17 Nondisplacement of Qualified Workers. (JAN 2013)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term ``service employee'' includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also

contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the

Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other
Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that
ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

CLAUSES INCORPORATED BY FULL TEXT

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

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

"Act," means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this con- tract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent informa-tion to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration

practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determina- tions issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or fur- nished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe

benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized

representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or

firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(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	9.75	***32.85% for all
GS-2	1	General Clerk II	11.14	
GS-3	1	General Clerk III 12.38		

(End of clause)

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)

CLAUSES INCORPORATED BY FULL TEXT

2.223-10 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)

CLAUSES INCORPORATED BY FULL TEXT

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

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

Energy-efficient product—

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term ``product'' does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR at http://www.energystar.gov/products; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)

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

Computer monitor means a video display unit used with a computer.

Desktop computer means a computer designed for use on a desk or table.

Notebook computer means a portable-style or laptop-style computer system.

Personal computer product means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

(c) For information about the standard, see http://www.epeat.net.

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.223-19 Compliance With Environmental Management Systems (May 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

(End of clause)

52.225-1 BUY AMERICAN ACT--SUPPLIES (FEB 2009)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act Certificate.”

(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)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(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 System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM 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 SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM 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 SAM 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 SAM database.

(End of Clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree'' click box or other comparable mechanism (e.g., ``click-wrap'' or ``browse-wrap'' agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(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):

http://farsite.hill.af.mil

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any DFARS (48 CFR Chapter PART 201) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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 PART 201) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(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)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause–

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when–

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(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)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

WAGE DETERMINATION - BELL

WD 05-2523 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane C. Koplewski Division of Director Wage Determinations	Wage Determination No.: 2005-2523 Revision No.: 13 Date Of Revision: 06/19/2013

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 Administrator		19.33
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 Mechanic	16.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.05
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 Coordinator	11.38
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 Equpment 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
30030 - Cartographic Technician		23.36
30040 - Civil Engineering Technician		21.12
30061 - Drafter/CAD Operator I		14.80
30062 - Drafter/CAD Operator II		19.07
30063 - Drafter/CAD Operator III		20.51
30064 - Drafter/CAD Operator IV		22.72
30081 - Engineering Technician I		14.99
30082 - Engineering Technician II		18.07
30083 - Engineering Technician III		20.24
30084 - Engineering Technician IV		26.53
30085 - Engineering Technician V		31.84
30086 - Engineering Technician VI		36.70
30090 - Environmental Technician		21.16
30210 - Laboratory Technician		21.14
30240 - Mathematical Technician		23.28
30361 - Paralegal/Legal Assistant I		14.95
30362 - Paralegal/Legal Assistant II		18.88
30363 - Paralegal/Legal Assistant III		22.66
30364 - Paralegal/Legal Assistant IV		27.38
30390 - Photo-Optics Technician		24.19
30461 - Technical Writer I		22.02
30462 - Technical Writer II		26.94
30463 - Technical Writer III		32.59
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.40
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.51
30621 - Weather Observer, Senior	(see 2)	22.56
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		10.86
31030 - Bus Driver		15.68
31043 - Driver Courier		11.85
31260 - Parking and Lot Attendant		8.90
31290 - Shuttle Bus Driver		13.59
31310 - Taxi Driver		10.87
31361 - Truckdriver, Light		12.35
31362 - Truckdriver, Medium		16.13
31363 - Truckdriver, Heavy		16.87
31364 - Truckdriver, Tractor-Trailer		16.87
99000 - Miscellaneous Occupations		

99030 - Cashier	7.99
99050 - Desk Clerk	9.49
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	10.41
99252 - Laboratory Animal Caretaker II	10.55
99310 - Mortician	22.74
99410 - Pest Controller	14.02
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	11.49
99711 - Recycling Specialist	13.93
99730 - Refuse Collector	10.64
99810 - Sales Clerk	10.68
99820 - School Crossing Guard	10.64
99830 - Survey Party Chief	17.55
99831 - Surveying Aide	10.95
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	13.60
99841 - Vending Machine Repairer	16.65
99842 - Vending Machine Repairer Helper	13.60

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.81 per hour or $152.40 per week or $660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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 conformances 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:

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

(2) 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;

(3) The design, documentation, testing, creation or modification of computer

programs related to machine operating systems; or
(4) 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 employed (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 ordance, 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 ordnance, 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 ordance, (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 ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, 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 links 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.

THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2521
Revision No.: 14
Date Of Revision: 06/19/2013

Diane C. Koplewski Division of
Director Wage Determinations

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 Administrator	23.15
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 Mechanic	17.42
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.44
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 Coordinator	10.76
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 Equpment 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 Surface Programs	(see 2)	21.37
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: $3.81 per hour or $152.40 per week or $660.40 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 conformances 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:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) 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;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) 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 employed (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 ordance, 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 ordnance, 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 ordance, (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 ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, 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 links 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.

WAGE DETERMINATION-WILLIAMSON

WD 05-2503 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

```
*******************************************************************************
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.: 14
Director            Wage Determinations|       Date Of Revision: 06/19/2013
_______________________________________|_______________________________________
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 Administrator		22.38
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 Mechanic	19.55
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.27

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 Coordinator	12.34
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 Equpment 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 Surface Programs	(see 3)	23.60
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
99000 - Miscellaneous Occupations		
99030 - Cashier		9.98
99050 - Desk Clerk		9.93
99095 - Embalmer		22.37
99251 - Laboratory Animal Caretaker I		10.28
99252 - Laboratory Animal Caretaker II		12.16
99310 - Mortician		27.05
99410 - Pest Controller		16.14
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		15.13
99711 - Recycling Specialist		17.79
99730 - Refuse Collector		13.78
99810 - Sales Clerk		11.50
99820 - School Crossing Guard		11.06
99830 - Survey Party Chief		18.89
99831 - Surveying Aide		12.98
99832 - Surveying Technician		16.62
99840 - Vending Machine Attendant		11.69
99841 - Vending Machine Repairer		14.17
99842 - Vending Machine Repairer Helper		11.69

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.81 per hour or $152.40 per week or $660.40 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 conformances 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:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) 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;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) 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 employed (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 ordance, 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 ordnance, 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 ordance, (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 ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, 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 links 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.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 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 --

"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 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).

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.

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.

(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: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) 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.

(7) 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:

_____

(8) (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 database maintained by the Small Business Administration (PRO-Net), 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)(9)(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: _____.)

(9) 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 [squ] is, [squ] 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 [squ] is, [squ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(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.

[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). 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 Product

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 is 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.

(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 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. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (insert NAICS code).

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer 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 (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ----------.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer 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 (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses 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.

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

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(8) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 (b)(8)(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.

(c) 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 concern eligible under the WOSB Program.

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 the size standard in paragraph (a) of this provision.

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 small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; 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

(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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)
Section L - Instructions, Conditions and Notices to Bidders

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)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

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:

1. Past Performance
2. Price

Past Performance is more important than Price.

(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)

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)