

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 102	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-16-T-0066		6. SOLICITATION ISSUE DATE 08-Mar-2016
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAISY CIARLARIELLO			b. TELEPHONE NUMBER (No Collect Calls) 817-886-1051		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 22 Mar 2016
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, RM 2A17 FORT WORTH TX 76102-0300 TEL: (817) 886-1077 FAX: (817) 886-6403		CODE W9126G	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 721211 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 7,500,000				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
CODE		CODE		CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. 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)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY	UNIT Days	UNIT PRICE	AMOUNT
	FY16 Belton Lake Gate Attendants			Funded Amt:	NAICS CD: 721211 , FSC CD: G003
	FY16 Belton Lakes Gate Attendants				
	Provide all labor, materials, supplies and equipment to furnish gate attendant services at various parks in accordance with the attached performance work statements.				
	Locations: - White Flint Park and Temple Lake Park, Belton Lake, Texas. Two (2) contracts will be made - one (1) for each location within the Fort Worth District Capital Region.				
	Incomplete bids shall be considered non-responsive and will not be 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.				
	Point of Contact: Daisy Ciarlariello, 817-886-1051 Email: daisy.ciarlariello@usace.army.mil				
	Email Proposal to: CIV-OPS.Proposals@usace.army.mil				
	NOTE: IF A PREVIOUS OFFER WAS MADE FROM SOLICITATION #W9126G-16-T-0040; W9126G-16-T-0034; W9126G-16-T-0033; W9126G-16-T-0030; OR W9126G-16-T-0029 YOU WILL NOT BE CONSIDERED FOR THE PARKS ADVERTISED IN THIS SOLICITATION.				

CONTRACTING OFFICER STATEMENT

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.

INSTRUCTIONS TO OFFERORS

DUE DATE/LOCAL TIME: see block 8, SF 1449 Central Standard Time (CST)

POINT OF CONTACT: Daisy Ciarlariello, Contract Specialist

Phone: (817) 886-1051 **EMAIL your proposal to:** CIV-OPS.Proposals@usace.army.mil

Quotes shall 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 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 awards 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. 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) is REQUIRED. Contractors are to complete a one-time certification and representations electronically. 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. **Contractors MUST be certified in the NAICS Code and Size Standard applicable with this solicitation.**

ATTENTION: On July 14, 2014, Small Business Administration (SBA) increased the monetary-based industry size standards to account for inflation. You must update your Representations (Reps) and Certifications (Certs) for the impacted North American Industry Classification System (NAICS) codes identified with an exclamation point "!" next to the "Small Business" value in the System for Award Management (SAM). Please log into SAM, review, and resubmit your registration to apply the new size standard.

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.**

<u>Required</u>	<u>Contractor</u>	<u>Item</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete page 1 of Solicitation. Must include a signature in block 30. *Also applies to any amendments to the solicitation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete Bid Schedule(s): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Task Order 1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete the Contractor Information Sheet (next page) .
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Include your SSN or the firm’s Tax ID Number (TIN) on the Contractor Information Sheet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Include an active email address that is monitored on the Contractor Information Sheet. You may be notified of your selection by this method!!!
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete clause 52.209-5 of the solicitation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete clause 52.212-3 paragraph (b) of the solicitation AND submit a complete ORCA profile <u>OR</u> Complete entire clause 52.212-3 and clause 52.219-1.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	You must have an active SAM registration prior to award Include a print out of the first page of YOUR profile.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Add NAICS Code <u>721211</u> to your Representations and Certification in SAMs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Send the Past Performance Questionnaire 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. <i>Ensure former employer return the form and references the solicitation number in the email subject line. CIV-OPS.Proposals@usace.army.mil</i>
<input type="checkbox"/>	<input type="checkbox"/>	Provide Experience in the form of a resume.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scan all documents into a single .pdf file (Call your local library, copy centers, or PTACs- http://www.aptac-us.org/new/ for assistance)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	EMAIL your proposal: CIV-OPS.Proposals@usace.army.mil Subject line of email must include the solicitation number and your name.

***Please see Clause 52.228-5- Insurance and INSURANCE under Section H for insurance requirements.**

Contractor Information Sheet

****COMPLETE AND RETURNED WITH YOUR QUOTE****

I am submitting on several gate attendant contracts. The team below shall be available for all.

I am submitting on several gate attendant contracts and this **team only applies to:**

_____ (identify the Lake) _____ (identify the Park)

Team Members- Data is required for (2) Team Members

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)

REQUIRED ACTIVE EMAIL ADDRESS _____

DUNS NUMBER _____ **CAGE CODE NUMBER** _____

SSN/TIN NUMBER or firm's Tax ID Number (TIN) _____

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (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: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> 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: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> 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 <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> 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 QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE 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.

AFTER COMPLETION, PLEASE EMAIL TO: CIV-OPS.Proposals@usace.army.mil Ensure the former employer references the solicitation number in the email subject line.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF 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 were 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) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A 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. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	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 N	VG	S	M	U
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E N	VG	S	M	U

5. COST/FINANCIAL MANAGEMENT					
a) Ability to meet the terms and conditions within the contractually agree price(s)?	E N	VG	S	M	U
b) Contractor Proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E N	VG	S	M	U
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 N	VG	S	M	U
d) In the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	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? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	YES				NO
f) Have there been any indication that the contractor has had any financial problems? <i>If yes, please explain below.</i>	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 N	VG	S	M	U
b) Contractor complied with all security requirements for the project and personnel security requirements.	E N	VG	S	M	U
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 N	VG	S	M	U
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E N	VG	S	M	U
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	YES				NO
d) In Summary, provide an overall rating for the work performed by this contractor.	E N	VG	S	M	U

AFTER COMPLETION, PLEASE EMAIL TO: CIV-OPS.Proposals@usace.army.mil

Please provide responses to the questions above (*if applicable*) 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*):

INSURANCE**REQUIRED INSURANCE – In accordance with FAR 52.228-5**

Prior to commencement of work, the Contractor shall furnish the original of his Insurance Certificate directly to the lake office. The Contractor shall maintain, during the entire period of his performance under this contract, the minimum insurance requirements of the State of Texas:

\$30,000 for each injured person, up to a total of \$60,000 per accident, and \$25,000 for property damage per accident. This basic coverage is called 30/60/25 coverage.

INSURANCE REQUIREMENT

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

Submit a copy of Insurance Certificate directly to:
Capital Region Office (CRO)
U. S. Army Corps of Engineers
Attn: Daniel E. Thomasson, OPM
3110 FM 2271
Belton, TX 76513

Or email to: daisy.ciarlariello@usace.army.mil Phone: 817-886-1051 Fax: 817-886-6403

(a) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability is required.

(b) Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$100,000 per accident for bodily injury and \$20,000 per accident for property damage.

(c) Workmen's Compensation and Employer's Liability Insurance in the minimum amount of \$100,000.00, or in compliance with applicable State statutes.

(d) An endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

NOTE:

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

NOTE

NOTE: IF A PREVIOUS OFFER WAS MADE FROM SOLICITATION #W9126G-16-T-0040; W9126G-16-T-0034; W9126G-16-T-0033; W9126G-16-T-0030; OR W9126G-16-T-0029 YOU WILL NOT BE CONSIDERED FOR THE PARKS ADVERTISED IN THIS SOLICITATION.

**Bid Sheet
Belton Lake
Temple’s Lake Park (4 Day) B Shift**

Contract Gate Attendant Services

Base Year: 6 April 2016 through 30 September 2016 (Period of Performance 6 April 2016 through 28 February 2017)
Option Year 1: 1 March 2017 through 30 September 2017 (Period of Performance 1 March 2017 through 28 February 2018)
Option Year 2: 1 March 2018 through 30 September 2018 (Period of Performance 1 March 2018 through 28 February 2019)

Please note that Period of Performance, required for contract funding and contract administration purposes, is referred to in Bid Schedule as one year in duration; however, actual Contractor’s services will only be performed during the months described for the position. For example, a Summer Season Gate Attendant position will only work the months of March through September although Period of Performance shows March through following February.

Temple’s Lake Park (4 Day) B Shift

Item #	Gate Attendant Position	Price Per Day	Total Cost
BN001	Base Year: 90 days during 6 April 2016 - 30 September 2016 Period of Performance 6 April 2016 through 28 February 2017	\$	\$
BN001A	Option Year 1: 106 days during 1 March 2017 - 30 September 2017 Period of Performance 1 March 2017 through 28 February 2018	\$	\$
BN001B	Option Year 2: 106 days during 1 March 2018 - 30 September 2018 Period of Performance 1 March 2018 through 28 February 2019	\$	\$
TOTAL COST			\$

**Bid Sheet
Belton Lake
White Flint Park (4 Day) B Shift**

Contract Gate Attendant Services

Base Year: 6 April 2016 through 30 September 2016 (Period of Performance 6 April 2016 through 28 February 2017)
Option Year 1: 1 March 2017 through 30 September 2017 (Period of Performance 1 March 2017 through 28 February 2018)
Option Year 2: 1 March 2018 through 30 September 2018 (Period of Performance 1 March 2018 through 28 February 2019)

Please note that Period of Performance, required for contract funding and contract administration purposes, is referred to in Bid Schedule as one year in duration; however, actual Contractor’s services will only be performed during the months described for the position. For example, a Summer Season Gate Attendant position will only work the months of March through September although Period of Performance shows March through following February.

White Flint Park (4 Day) B Shift

Item #	Gate Attendant Position	Price Per Day	Total Cost
BN001	Base Year: 90 days during 6 April 2016 - 30 September 2016 Period of Performance 6 April 2016 through 28 February 2017	\$	\$
BN001A	Option Year 1: 106 days during 1 March 2017 - 30 September 2017 Period of Performance 1 March 2017 through 28 February 2018	\$	\$
BN001B	Option Year 2: 106 days during 1 March 2018 - 30 September 2018 Period of Performance 1 March 2018 through 28 February 2019	\$	\$
TOTAL COST			\$

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 lake 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 Contracting Officer or his/her authorized representative. The original will be part of the Contractor's permanent file at the Operations Manager's Office, a copy will be issued to the contractor, and a copy will be forwarded to the Contracting Officer at the U.S. Army Corps of Engineers, Fort Worth District Office.

(c) Correction of Contract Deficiencies: Upon receipt of notification of deficiency in service, Contractors will immediately correct deficiencies and /or take steps to prevent recurrence of the deficiency.

(d) Deficiencies of Service: This contract may be terminated by the Contracting Officer upon receipt of any "Notification of Contract Deficiency". Termination will be based on the seriousness of the deficiency.

(e) Evaluation of Performance: All contractors will have their performance evaluated no less than mid-term and at the conclusion of their contract.

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: *Gate Attendant.*

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) within 2 weeks after pre-work conference.

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-specific appendices, 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 contractor's own risk and damage to personal equipment will be the sole responsibility of the contractor. Site shall be restored to original condition after period of performance is completed.

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 appendices 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. 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 shall advise the visitor of the violation, the contractor is not to pursue enforcement. If violations persist, the contractor shall 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 during the posted hours of the park during which time they will assist the park visitors by providing information concerning the visitor's 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 in accordance to lake-specific policy.

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 Contracting Officer 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.

**APPENDICES PERFORMANCE WORK STATEMENT (PWS)
GATE ATTENDANT SERVICES
BELTON LAKE
TEMPLE'S LAKE PARK SHIFT B**

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Belton Lake Temple's Lake Park Shift B. 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 and 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 and Stillhouse Hollow Lakes Appendices, Section 1.10, Work to be Performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables are shown in table below.

Please note that Period of Performance, required for contract funding and contract administration purposes, is referred to in Bid Schedule as one year in duration; however, actual Contractor's services will only be performed during the months described for the position. For example, a Summer Season Gate Attendant position will only work the months of March through September although Period of Performance shows March through following February.

Position Base Year	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
7 Month (Shift B) 4 On/Off (6 April – 30 September)	90	1440	900	720

Position Option Year 1	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
7 Month (Shift B) 4 On/Off (1 March – 30 September)	106	1696	1060	848

Position Option Year 2	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
7 Month (Shift B) 4 On/Off (1 March – 30 September)	106	1696	1060	848

1.3.1 Host Option: Gate attendants who satisfy the contract requirements and who maintain a high quality of visitor assistance may elect to remain at this project through the 5 month winter period as a park host/volunteer at the Lake Manager's discretion. Actual location may vary depending upon project needs and the CGA can expect to perform 20 hours of volunteer service per week.

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 are required to reside in the park and shall maintain 24-hour surveillance when on duty. All Contractors shall be on a “4 on and 4 off” shift schedule. Gate attendant “A” positions shall begin work on the first contract day for 4 days and are off for the next 4 days. Gate attendant “B” positions start work on the 5th day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.

- 4.1. Shift Change: Following the shift on the 4th and 8th day, the Contractor is off duty at park closing time and the other gate attendant is on duty and must be in the park for after hour’s emergencies or other unexpected events. This pattern continues throughout the term of the contract.
- 4.2. Holidays: Contractors are required to work all holidays that fall on their duty days.
- 4.3. Surveillance Hours: The park hours are 6:00 AM - 10:00 PM during which visitor assistance duties shall be required in accordance with the U.S. Army Corps of Engineers Fort Worth District Gate Attendant Performance Work Statement, all Paragraphs. Gate attendants will be prepared to assist visitors during these hours as the need arises.
- 4.4. Gatehouse Hours: The gatehouse hours are 10:00 AM – 8:00 PM seven days a week, during which business transactions are recommended inside the gatehouse. Heavy use periods may require extended hours not to exceed 6:00AM – 10:00 PM. Gatehouse hours of operation changes may be made with one (1) week advance notice from the Lake Manager. (See table below)
- 4.5. Availability Hours: (10:00 PM - 6:00 AM) during which the Contractor must be inside the park to response to unexpected events.

Contractor	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Surveillance Hours	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200
Gate House Hours							
Summer	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000
Availability Hours	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Temple’s Lake Park at Belton Lake. The Belton/Stillhouse Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas.

1.4.5.1. **Temple’s Lake Park**: This is a day use only park. Facilities include restroom with rinse shower, swimming beach, picnic area, group picnic shelter, two boat ramps, playground, play courts, and a fishing dock.

1.4.6 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: Orientation for Belton Lake is held the first day of the contract from 1:00 PM – 4:30 PM at the Capital Regional Office Conference Room, unless the 1st falls on a weekend then the date shall be the following Monday. Contractors will bring proof of appropriate bonding and insurance to the pre-work conference. All Contractors are required to attend at no additional cost to the government. Contract requirements and training on all facets of the Gate Attendant Program shall be covered during this meeting. Successful bidders who are new to the NRRS are encouraged to work with the current Contractor at the park to learn the system. Successful bidders may arrive up to four days in advance of the contract period for training purposes. Contractor must check with gate attendant coordinator to determine site availability. The four nights of camping fees shall be waived.

1.4.10 Contracting Officer Representative (COR): Not required per FAR 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, china markers, water hose and sprinklers. The

Government will also supply the Fort Worth District Use Fee Program SOP, and the Belton and Stillhouse Hollow Lakes 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, 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.

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 and Stillhouse Lake Office Gate Attendant Handbook.

1.9 Attachment/Technical Exhibit List:

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

1.9.2 Technical Exhibit 2 – Deliverables Schedule

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—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	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

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Daily Reports	Within one day of completing shift	1 original	Hard Copy	Lake Office
Financial Statements	Within one day of completing shifts	Original and two (2) copies	Hard Copy	Lake Office
Deposit Statements	Within one day of completing shift	Original and two (2) copies	Hard Copy	Lake Office

1.10 Work to be Performed:

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

1.10.2 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), cash register or User Fee Permit Books. Monies, fee books, annual day use fee passes, credit vouchers, credit card receipts, America the Beautiful Senior Pass, America the Beautiful Access Pass and user fee permits will be stored in a permanently installed vault or safe provided by the Government, or as directed by the Lake Manager. User fees and user fee documents will be collected from the Gate Attendants at the gatehouses by a Park Ranger or contract fee collection personnel, or the Gate Attendants may be required to turn in user fee documents to Park Ranger at the Lake Office or contract fee collector at their main office. In the event fees do not balance, the Contractor shall be responsible for any shortage and any excess collections shall be added to the total.

1.10.3 Gate Operations: All gate closings and openings shall be performed as indicated in the table below. The attendant is solely responsible for the opening and closing of park gates at the assigned times. The attendant will place a combination lock on the exit gate and place a card with the combination number on any vehicle left unattended in the park. At no time will a vehicle be locked behind a gate with no means of exit.

Park Hours of Operation

Location	Open AM	Close PM	Mileage*	Responsible Attendant
Temple Park	6:00	9:00	N/A	Temple

* **Mileage shown is one (1) round trip.**

1.10.4 Camping Status: The Contractors camping status log 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.

1.10.5 Park Inspections: The Contractor shall patrol entire park a minimum of two (2) times daily during the winter season (1 October through 28/29 February) and four (4) times daily during the summer season (1 March through 30 September) in accordance with established policy of the Lake Manager. 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 a patrol 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.

1.10.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will provide the pavilion gate code to the renter. Upon departure of a renter, Gate Attendant will conduct an inspection of the group shelter, barbecue pit and associated items. Park Ranger will be notified if renter fails to properly clean group shelter, barbecue pit, or associated items.

1.10.7 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 or contract fee collector. 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.

1.10.8 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.

1.10.8.1 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.

1.10.8.2 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.

1.10.8.3 The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.

1.10.9 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.

1.10.9.1 Handbook: Gate Attendants will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Belton and Stillhouse Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of these

handbooks. A copy of the Capital Regional Office Gate Attendant Handbook and Belton and Stillhouse Lake Gate Attendant Handbook will be available at the Stillhouse Lake Office for review by prospective bidders.

1.10.9.2 Communications: A telephone shall be provided at each gatehouse for official business use. Any charges determined to be personal or long distance other than official business are not allowed and shall be the responsibility of the contractor. The gatehouse telephone shall be answered by the attendant on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.

1.10.9.3 Utilities: The Government provides a 20/30/50 amp electrical pedestal, water and sewage hook-up at each attendant site at no cost to the contractor. Any other utility or service shall be obtained by to the contractor.

1.10.9.4 Additional Information contact: Contract Specialist - Daisy Ciarlariello 817-886-1051.

1.10.9.5 Site Visit: Recommended for first time bidders.

**APPENDICES PERFORMANCE WORK STATEMENT (PWS)
GATE ATTENDANT SERVICES
BELTON LAKE
WHITE FLINT PARK SHIFT B**

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Belton Lake White Flint Park Shift B. 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 and 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 and Stillhouse Hollow Lakes Appendices, Section 1.10, Work to be Performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables are shown in table below.

Please note that Period of Performance, required for contract funding and contract administration purposes, is referred to in Bid Schedule as one year in duration; however, actual Contractor's services will only be performed during the months described for the position. For example, a Summer Season Gate Attendant position will only work the months of March through September although Period of Performance shows March through following February.

Position Base Year	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
7 Month (Shift B) 4 On/Off (6 April – 30 September)	90	1440	900	720

Position Option Year 1	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
7 Month (Shift B) 4 On/Off (1 March – 30 September)	106	1696	1060	848

Position Option Year 2	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
7 Month (Shift B) 4 On/Off (1 March – 30 September)	106	1696	1060	848

1.3.1 Host Option: Gate attendants who satisfy the contract requirements and who maintain a high quality of visitor assistance may elect to remain at this project through the 5 month winter period as a park host/volunteer at the Lake Manager's discretion. Actual location may vary depending upon project needs and the CGA can expect to perform 20 hours of volunteer service per week.

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 are required to reside in the park and shall maintain 24-hour surveillance when on duty. All Contractors shall be on a “4 on and 4 off” shift schedule. Gate attendant “A” positions shall begin work on the first contract day for 4 days and are off for the next 4 days. Gate attendant “B” positions start work on the 5th day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.

4.6. Shift Change: Following the shift on the 4th and 8th day, the Contractor is off duty at park closing time and the other gate attendant is on duty and must be in the park for after hour’s emergencies or other unexpected events. This pattern continues throughout the term of the contract.

4.7. Holidays: Contractors are required to work all holidays that fall on their duty days.

4.8. Surveillance Hours: The park hours are 6:00 AM - 10:00 PM during which visitor assistance duties shall be required in accordance with the U.S. Army Corps of Engineers Fort Worth District Gate Attendant Performance Work Statement, all Paragraphs. Gate attendants will be prepared to assist visitors during these hours as the need arises.

4.9. Gatehouse Hours: The gatehouse hours are 10:00 AM – 8:00 PM seven days a week, during which business transactions are recommended inside the gatehouse. Heavy use periods may require extended hours not to exceed 6:00AM – 10:00 PM. Gatehouse hours of operation changes may be made with one (1) week advance notice from the Lake Manager. (See table below)

4.10. Availability Hours: (10:00 PM - 6:00 AM) during which the Contractor must be inside the park to response to unexpected events.

Contractor	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Surveillance Hours	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200
Gate House Hours							
Summer	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000
Availability Hours	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600

1.4.5 Place of Performance: The work to be performed under this contract will be performed at White Flint Park at Belton Lake. The Belton/Stillhouse Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas.

1.4.5.2. **White Flint Park**: Facilities include 12 screen shelters, 13 campsites with water and electric hook-ups, restroom with hot showers, a boat ramp, and dump station. Attendants at White Flint Park operate the reservation program for White Flint and Winkler Parks at the White Flint gatehouse and may be required to open and close gates and make rounds in Winkler Park in the absence of a volunteer at Winkler Park or as required by the Lake Manager. A storage building is available for the attendants use.

1.4.6 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: Orientation for Belton and Stillhouse Hollow Lakes is held the first day of the contract from 1:00 PM – 4:30 PM at the Capital Regional Office Conference Room, unless the 1st falls on a weekend then the date shall be the following Monday. Contractors will bring proof of appropriate bonding and insurance to the pre-work conference. All Contractors are required to attend at no additional cost to the government. Contract requirements and training on all facets of the Gate Attendant Program shall be covered during this meeting. Successful bidders who are new to the NRRS are encouraged to work with the current Contractor at the park to learn the system. Successful bidders may arrive up to four days in advance of the contract period for training purposes. Contractor must check with gate attendant coordinator to determine site availability. The four nights of camping fees shall be waived.

1.4.10 Contracting Officer Representative (COR): Not required per FAR 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, china markers, water hose and sprinklers. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Belton and Stillhouse Hollow Lakes 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, 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.

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 and Stillhouse Lake Office Gate Attendant Handbook.

1.10 Attachment/Technical Exhibit List:

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

1.9.2 Technical Exhibit 2 – Deliverables Schedule

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—usually a shall statement)	1.1.1.1 Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	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

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
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Financial Statements	Within one day of completing shifts	Original and two (2) copies	Hard Copy	Lake Office
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1.10 Work to be Performed:

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

1.10.2 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), cash register or User Fee Permit Books. Monies, fee books, annual day use fee passes, credit vouchers, credit card receipts, America the Beautiful Senior Pass, America the Beautiful Access Pass and user fee permits will be stored in a permanently installed vault or safe provided by the Government, or as directed by the Lake Manager. User fees and user fee documents will be collected from the Gate Attendants at the gatehouses by a Park Ranger or contract fee collection personnel, or the Gate Attendants may be required to turn in user fee documents to Park Ranger at the Lake Office or contract fee collector at their main office. In the event fees do not balance, the Contractor shall be responsible for any shortage and any excess collections shall be added to the total.

1.10.3 Gate Operations: All gate closings and openings shall be performed as indicated in the table below. The attendant is solely responsible for the opening and closing of park gates at the assigned times. The attendant will place a combination lock on the exit gate and place a card with the combination number on any vehicle left unattended in the park. At no time will a vehicle be locked behind a gate with no means of exit.

Park Hours of Operation

Location	Open AM	Close PM	Mileage*	Responsible Attendant
White Flint Park	6:00	10:00	N/A	White Flint
Winkler Park*****	6:00	10:00	2 miles	White Flint

- * **Mileage shown is one (1) round trip.**
- ** **Miller Springs Park and Belton Lakeview Park mileage shown is 4.0 mi round trip to close Belton Lakeview Park plus 0.5 mi round trip deviation necessary to close Miller Springs Park during the same trip.**
- *** **Sunset is the sunset time published in a local newspaper.**
- **** **Park Host (Volunteer) located at this park shall open and close the park gates.**

1.10.4 Camping Status: The Contractors camping status log 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.

1.10.5 Park Inspections: The Contractor shall patrol entire park a minimum of two (2) times daily during the winter season (1 October through 28/29 February) and four (4) times daily during the summer season (1 March through 30 September) in accordance with established policy of the Lake Manager. 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 a patrol 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.

1.10.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will provide the pavilion gate code to the renter. Upon departure of a renter, Gate Attendant will conduct an inspection of the group shelter, barbecue pit and associated items. Park Ranger will be notified if renter fails to properly clean group shelter, barbecue pit, or associated items.

1.10.7 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 or contract fee collector. 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.

1.10.8 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.

1.10.8.1 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.

1.10.8.2 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.

1.10.8.3 The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.

1.10.9 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.

1.10.9.1 Handbook: Gate Attendants will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Belton and Stillhouse Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of these handbooks. A copy of the Capital Regional Office Gate Attendant Handbook and Belton and Stillhouse Lake Gate Attendant Handbook will be available at the Stillhouse Lake Office for review by prospective bidders.

1.10.9.2 Communications: A telephone shall be provided at each gatehouse for official business use. Any charges determined to be personal or long distance other than official business are not allowed and shall be the responsibility of the contractor. The gatehouse telephone shall be answered by the attendant on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.

1.10.9.3 Utilities: The Government provides a 20/30/50 amp electrical pedestal, water and sewage hook-up at each attendant site at no cost to the contractor. Any other utility or service shall be obtained by to the contractor.

1.10.9.4 Additional Information contact: Contract Specialist - Daisy Ciarlariello 817-886-1051.

1.10.9.5 Site Visit: Recommended for first time bidders.

**FORT WORTH DISTRICT
QUALITY ASSURANCE SURVEILLANCE PLAN
(QASP)**

1 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.

1.1 Purpose

1.1.1 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.

1.1.2 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.

1.2 Performance Management Approach

1.2.1 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 COR 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.

1.2.2 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.

1.3 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.

2 ROLES AND RESPONSIBILITIES

2.1 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 Contracting Officer's Representative (COR) and the contractor. The KO will designate one full-time COR as the Government authority for performance management. 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.

2.2 The Contracting Officer's Representative (COR)

The COR is designated in writing by the KO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper Government surveillance of

the contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the KO, the COR shall provide documentation to the KO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the KO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract. The COR responsibilities include:

- Responsible for day-to-day Contract Administration
- Designate GQAR persons with approval of KO
- Document daily reports, safety and inspections for contract compliance
- Following through on deficiencies
- Approval of Invoices
- Conduct pre-work conference and assure performance of the contract requirements.
- Maintain files, including the KO submittals, for life of contract and then forward performance documentation to the KO upon completion of the contract.

Other Key Government Personnel – This includes Performance Monitors, Inspectors, Government Quality Assurance Representatives (GQAR), etc. who act on behalf of the COR to monitor performance.

2.3 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.
- Provide review of Submittals to COR for consideration and action recommendations.
- 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 COR 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.

3 METHODOLOGIES TO MONITOR PERFORMANCE

3.1 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 COR designated inspector.
- 100% Inspection – Each month, the COR shall review the generated documentation and enter summary results into the Surveillance Activity Checklist.
- Periodic Inspection – COR 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 COR 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 COR of issues and concerns of work product.

3.4 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 COR or KO.

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

3.5 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.

4 QUALITY ASSURANCE DOCUMENTATION

4.1 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.

4.2 Monitoring Forms

The Government's QA surveillance, accomplished by the COR, 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.

4.2.1 The COR will retain a copy of all completed QA surveillance forms for review.

5 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

5.1 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 COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

5.1.2 When the COR determines formal written communication is required, the COR 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 COR. 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 COR 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 COR 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 COR 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 COR must coordinate and communicate with the contractor and the KO to resolve issues and concerns regarding marginal or unacceptable performance.

5.3.3 The COR 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.

$$(\$1500.00 \times .05 = \$75.00)$$

$$\$1500.00 - \$75.00 = \$1425.00 \text{ paid to contractor}$$

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)
Contractor Photo Identification and Personal Appearance	Administer quality control program in accordance with PWS	Two written warnings	100% inspection or unscheduled inspections	5% deduction
Gatehouse Security	Administer quality control program in accordance with PWS	One written warning	100% inspection or unscheduled inspections	15% deduction
Key Control	Administer quality control program in accordance with PWS	One written warning	100% inspection or unscheduled inspections	15% 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	5% 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 COR) <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 COR's name>

Signature – Contracting Officer’s Representative

Date

Received by:

Signature - Contractor Task Manager or on-site representative

Date

WAGE DETERMINATION-BELL COUNTY

WD 15-2523 (Rev.-3) was first posted on www.wdol.gov on 01/05/2016

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.: 2015-2523
Daniel W. Simms	Division of	Revision No.: 3
Director	Wage Determinations	Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Bell, Coryell, McLennan

****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
01035 - 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
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
01460 - Switchboard Operator/Receptionist	10.41
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 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	(see 2) 20.51
Surface Programs	
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: \$4.27 per hour or \$170.80 per week or \$740.13 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 4.174)

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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, 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 re-grading 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 ordnance, (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 ordnance, 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 ordnance, 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). 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 commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure 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.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-99	ESTABLISHING a Minimum Wage for Contractors. (DEV)	JUL 2014
(DEVIATION)		
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-5	Familiarization With Conditions	APR 1984

52.247-27	Contract Not Affected by Oral Agreement	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(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:

Factor 1: Price

Price is approximately equal to past performance. The Government will award a contract resulting from this solicitation to the **lowest priced proposal for the Bid Schedule-Base and Option Years** that is fair and reasonable to the Government within the competitive range. Prices will be evaluated for fairness and reasonableness through a price analysis that compares the offered prices against each other and against an independent government estimate. Award may not be made to an Offeror's proposal for Gate Attendant services that is found to be unbalanced and/or unreasonably low or high.

Factor 2: Past performance

Past Performance Questionnaire forms provided in the solicitation shall be completed and submitted as specified in the Instructions to Offerors. They will be evaluated to assess the degree of confidence the Government has in an Offeror's ability to supply products and services that meet users' needs based on a demonstrated record of performance of work similar to the work described in this solicitation. Past performance is approximately equal to price. **For an offer to be eligible for award, it must have either a satisfactory or neutral past performance.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

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

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

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

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 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 product and service codes (PSCs) 1000-9999, except--

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 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.

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)).

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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 (p) 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 electronically 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 that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate 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.

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

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

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate 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.

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

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

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

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

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --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--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
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(List as necessary)

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

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--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, Panamanian, 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--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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of Origin
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[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-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
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[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 -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American-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-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of Origin
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[List as necessary]

(5) 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)(5)(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
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[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 statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) (___) Have, (___) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards 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 the SAM 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

(2) Representation. The Offeror represents that--

(i) It [___] is, [___] is not an inverted domestic corporation; and

(ii) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do 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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [___] has or [___] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ``has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity:

[___] Yes or [___] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

____ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 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).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 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).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 \$700,000 (\$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 (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

(xvi) 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).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 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)

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)

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)

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 **prior to expiration of the contract**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, **shall not exceed 42 months**.
(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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.

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is **721211**.

(2) The small business size standard is **\$7.5M**.

(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.

(c) 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 (c)(1) of this provision.] The offeror represents 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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(1) of this provision.] The offeror represents, as part of its offer, that--

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

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

(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)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under **NAICS Code 721211**- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute 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)

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

Funds are not presently available for performance under this contract beyond **30 September 2016**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **30 September 2016**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

US Army Corps of Engineers
Attention: CESWF-CT, Timothy J. Sass
819 Taylor Street, Room 2A17
(PO BOX 17300)
Fort Worth, TX 76102-0300
Email: SWF-Protect@usace.army.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

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.

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)