

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

1. REQUISITION NUMBER

PAGE 1 OF 123

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W9126G-16-T-0105	6. SOLICITATION ISSUE DATE 11-Mar-2016
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME PATRICIA A JACKSON	b. TELEPHONE NUMBER (No Collect Calls) 817-886-1054	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 24 Mar 2016
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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 checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NAICS: 721211 SIZE STANDARD: \$7,500,000.00
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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	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO  <b>SEE SCHEDULE</b>	CODE	16. ADMINISTERED BY  <b>SEE SCHEDULE</b>	CODE
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17a. CONTRACTOR/OFFEROR  TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  <b>SEE SCHEDULE</b>	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:	31c. DATE SIGNED
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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

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	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GATE ATTENDANT SERVICES The contractor shall provide all labor, materials, supplies and equipment to furnish gate attendant services as outlined in the attached Performance Work Statements			Funded Amt:	NAICS CD: 721211 , FSC CD: M1FB
	Incomplete proposals will be considered non-responsive and will not be evaluated. If a proposer declines to accept a purchase order for a park, the proposer will not be considered for any other awards offered in the solicitation. Only one offer will be made by the Government.				
	Point of Contact: Patricia Jackson, 817-886-1054 email: patricia.a.jackson3@usace.army.mil				
	Email proposal to: CIV-OPS.Proposals@usace.army.mil				

INSTRUCTIONS TO OFFERORS**INSTRUCTIONS TO OFFERORS****QUOTER DUE DATE/LOCAL TIME: see block 8, SF 1449 Central Standard Time (CST)****POINT OF CONTACT: Patricia A Jackson, Contract Specialist****Phone: 817-886-1054 Email POC: patricia.a.jackson3@usace.army.mil**

Quotes shall be accepted via **“EMAIL ONLY,”** no fax, mail, express mail, or hands carry, **“NO EXCEPTIONS.”** EMAIL your proposal to: [CIV-OPS.Proposals@usace.army.mil](mailto:CIV-OPS.Proposals@usace.army.mil)  
**Subject line of email: Include the solicitation number and your name**

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

**DATA UNIVERSAL NUMBERING SYSTEM (DUNS)** is REQUIRED. Dun & Bradstreet (D&B) provides a DUNS Number, a unique nine digit identification number, for each physical location of your business. DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants in the System for Award Management (SAM see below).

The website to obtain your DUNS number: <http://fedgov.dnb.com/webform> for technical difficulties, contact [govt@dnb.com](mailto:govt@dnb.com)

**ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATIONS (ORCA)**

allows contractors to complete a one-time certification and representations for your use on any solicitation. The website to complete ORCA is available at the System for Award Manager (SAM): [www.sam.gov](http://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.**

**WAGE RATES:** The Service Contract Act applies (see attached wage rates). *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 below 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 ( <i>SF 1449-Sign and date in block 30</i> ).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete Bid Schedule(s) <input checked="" type="checkbox"/> Solicitation <i>Fill out bid schedules “SEPARATELY” when proposing multiple Park Positions</i>
<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"/>	Offerors shall complete electronically: Clause 52.212-3 ( <i>Representation, Certifications and Other Statements of Offerors</i> ), paragraph (b) of solicitation AND complete ORCA profile outline in SAMS (The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA and EPLS. Website: <a href="http://www.sam.gov">www.sam.gov</a> )
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Submit an active SAM registration ( <i>Attach first page</i> ).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Add NAICS Code <u>721211</u> to your <i>Representations and Certification</i> in

SAMS.

- Complete clause 52.209-5 of the solicitation
- EMAIL Past Performance Questionnaire** to a former employer or person who can vouch for your work capability or volunteer work.  
*Ensure former employer return the form and references the solicitation number in the email subject line. [CIV-OPS.Proposals@usace.army.mil](mailto:CIV-OPS.Proposals@usace.army.mil)*
- Scan all documents into a single.pdf file. (For Help contact your local Library, copy centers or PTACs)
- EMAIL your proposal to:** [CIV-OPS.Proposals@usace.army.mil](mailto:CIV-OPS.Proposals@usace.army.mil)  
**Subject line of email: Include the solicitation number and your name**

### Contractor Information Sheet

\*\*THIS MUST BE COMPLETED 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

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

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

### IN THE EVENT OF AWARD, ISSUE CONTRACT TO:

**NAME** \_\_\_\_\_  
(Last, First Middle)

ADDRESS \_\_\_\_\_  
(Number & Street) (City, State and Zip)

HOME PHONE NUMBER \_\_\_\_\_ MOBILE \_\_\_\_\_  
(Area code and number) (Area code and number)

EMAIL ADDRESS \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_ CAGE CODE NUMBER \_\_\_\_\_

SSN/TIN NUMBER \_\_\_\_\_

PROPOSAL SHEETS

**Bid Sheet  
Stillhouse Hollow Lake  
Dana Peak A Shift**

**Contract Gate Attendant Services**

Base Year: 2 April 2016 through 30 September 2016 (Period of Performance 2 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.*

**Dana Peak Park (4 Day) A Shift**

Item #	Gate Attendant Position	Price Per Day	Total Cost
	<b>Base Year:</b> 92 days during 2 April 2016 - 30 September 2016 Period of Performance 2 April 2016 through 28 February 2017	\$	\$
	<b>Option Year 1:</b> 108 days during 1 March 2017 - 30 September 2017 Period of Performance 1 March 2017 through 28 February 2018	\$	\$
	<b>Option Year 2:</b> 108 days during 1 March 2018 - 30 September 2018 Period of Performance 1 March 2018 through 28 February 2019	\$	\$
<b>TOTAL COST</b>			\$

**Bid Sheet**  
**Stillhouse Hollow Lake**  
**Dana Peak 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.*

**Dana Peak Park (4 Day) B Shift**

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

<b>TOTAL COST</b>	<b>\$</b>
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**Bid Sheet  
Stillhouse Hollow Lake  
Stillhouse Park 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.*

**Stillhouse Park (4 Day) B Shift**

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

**Bid Sheet  
Granger Lake  
Wilson H. Fox Park Shift 2**

Contract Gate Attendant Services for Wilson H. Fox Park Shift 2 for the period  
1 April 2016 through 30 September 2016 (Base)  
1 April 2017 through 30 September 2017 (Option 1)  
1 April 2018 through 30 September 2018 (Option 2)

*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 April through September although Period of Performance shows April through following March.*

**-----Granger Lake-----**

**Wilson H. Fox Park (4 Day) Shift 2**

Item #	Gate Attendant Position	Price Per Day	Total Cost
	<b>Base Year:</b> 91 days during 1 April 2016 - 30 September 2016 Period of Performance 1 April 2016 through 28 March 2017	\$	\$
	<b>Option Year 1:</b> 91 days during 1 April 2017 - 30 September 2017 Period of Performance 1 April 2017 through 28 March 2018	\$	\$
	<b>Option Year 2:</b> 91 days during 1 April 2018 - 30 September 2018 Period of Performance 1 April 2018 through 28 March 2019	\$	\$
<b>TOTAL COST</b>			\$

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

PWS**FORT WORTH DISTRICT****PERFORMANCE WORK STATEMENT (PWS)****GATE ATTENDANT SERVICES**

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

1.1 **Description of Services/Introduction**: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services for the duration of the contract period as defined in this Performance Work Statement, except for those items specified as government-furnished property and services in each lake's 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](http://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](http://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](http://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**  
**STILLHOUSE HOLLOW LAKE**  
**DANA PEAK PARK SHIFT A**

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Stillhouse Hollow Lake Dana Peak Park Shift A. 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.*

<b>Position Base Year</b>	<b>Number Days</b>	<b>Surveillance Hours</b>	<b>Gate House Hours</b>	<b>Availability Hours</b>
<b>7 Month (Shift A) 4 On/Off (2 April – 30 September)</b>	<b>92</b>	<b>1472</b>	<b>920</b>	<b>736</b>

<b>Position Option Year 1</b>	<b>Number Days</b>	<b>Surveillance Hours</b>	<b>Gate House Hours</b>	<b>Availability Hours</b>
<b>7 Month (Shift A) 4 On/Off (1 March – 30 September)</b>	<b>108</b>	<b>1728</b>	<b>1080</b>	<b>864</b>

<b>Position Option Year 2</b>	<b>Number Days</b>	<b>Surveillance Hours</b>	<b>Gate House Hours</b>	<b>Availability Hours</b>
<b>7 Month (Shift A) 4 On/Off (1 March – 30 September)</b>	<b>108</b>	<b>1728</b>	<b>1080</b>	<b>864</b>

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 5<sup>th</sup> 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 4<sup>th</sup> and 8<sup>th</sup> 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.

<b>Contractor</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>1 Year</b>							
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 Dana Peak Park on Stillhouse Hollow Lake. The Belton/Stillhouse Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas.

1.4.5.1. **Dana Peak Park:** Facilities include 25 campsites with water and electric hook-ups, 8 primitive tent sites, restroom with hot showers, swimming beach, a picnic area, a group picnic shelter, a hike, bike, and equestrian trail, fishing dock and boat ramp.

1.4.6 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 Stillhouse Hollow 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 1<sup>st</sup> 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.

**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.

<b>Performance Objective</b> (The Service required—usually a shall statement)	<b>Standard</b>	<b>Performance Threshold</b> (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	<b>Method of Surveillance</b>
<b>PRS # 1</b> 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
<b>PRS # 2</b> 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.
<b>PRS # 3</b> 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
<b>PRS # 4</b> The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12.	Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

## 1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL EXHIBIT 2  
DELIVERABLES SCHEDULE**

<b><u>Deliverable</u></b>	<b><u>Frequency</u></b>	<b><u># of Copies</u></b>	<b><u>Medium/Format</u></b>	<b><u>Submit To</u></b>
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

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
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**

<b>Location</b>	<b>Open AM</b>	<b>Close PM</b>	<b>Mileage*</b>	<b>Responsible Attendant</b>
<b>Dana Peak Park</b>	6:00	10:00	N/A	Dana Peak
<b>Dana Peak Day-Use</b>	6:00	9:00	N/A	Dana Peak

\* **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: Park Ranger Giacomozzi (254) 939-2461.

1.10.9.5 Site Visit: Recommended for first time bidders.

**APPENDENCES PERFORMANCE WORK STATEMENT (PWS)**

**GATE ATTENDANT SERVICES**

**STILLHOUSE HOLLOW LAKE**

**DANA PEAK PARK SHIFT B**

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Stillhouse Hollow Lake Dana Peak 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.*

<b>Position Base Year</b>	<b>Number Days</b>	<b>Surveillance Hours</b>	<b>Gate House Hours</b>	<b>Availability Hours</b>
<b>7 Month (Shift B) 4 On/Off (06 April – 30 September)</b>	<b>90</b>	<b>1440</b>	<b>900</b>	<b>720</b>

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

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

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 5<sup>th</sup> 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 4<sup>th</sup> and 8<sup>th</sup> 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.

<b>Contractor</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>1 Year</b>							
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 Dana Peak Park at Stillhouse Hollow Lake. The Belton/Stillhouse Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas.

1.4.5.2. **Dana Peak Park**: Facilities include 25 campsites with water and electric hook-ups, 8 primitive tent sites, restroom with hot showers, swimming beach, a picnic area, a group picnic shelter, a hike, bike, and equestrian trail, fishing dock and boat ramp.

1.4.6 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 Stillhouse Hollow 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 1<sup>st</sup> 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

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.

<b>Performance Objective</b> (The Service required—usually a shall statement)	<b>1.1.1.1 Standard</b>	<b>Performance Threshold</b> (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	<b>Method of Surveillance</b>
<b>PRS # 1</b> 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

<b>PRS # 2</b> 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.
<b>PRS # 3</b> 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
<b>PRS # 4</b> The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12.	Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL EXHIBIT 2  
DELIVERABLES SCHEDULE**

<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**

<b>Location</b>	<b>Open AM</b>	<b>Close PM</b>	<b>Mileage*</b>	<b>Responsible Attendant</b>
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<b>Dana Peak Park</b>	6:00	10:00	N/A	Dana Peak
<b>Dana Peak Day-Use</b>	6:00	9:00	N/A	Dana Peak

\* **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.

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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: Park Ranger Giacomozzi (254) 939-2461.

1.10.9.5 Site Visit: Recommended for first time bidders.

**APPENDENCES PERFORMANCE WORK STATEMENT (PWS)**

**GATE ATTENDANT SERVICES**

**STILLHOUSE HOLLOW LAKE**

**STILLHOUSE PARK SHIFT B**

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Stillhouse Hollow Lake Stillhouse 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.*

<b>Position Base Year</b>	<b>Number Days</b>	<b>Surveillance Hours</b>	<b>Gate House Hours</b>	<b>Availability Hours</b>
<b>7 Month (Shift B) 4 On/Off (1 March – 30 September)</b>	<b>90</b>	<b>1440</b>	<b>900</b>	<b>720</b>

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

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

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



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

1.4.5.3. **Stillhouse Park**: This is a day use only park. Facilities include restroom with rinse shower, swimming beach, picnic area, two group picnic shelter, a boat ramp, playground, play courts, and a privately owned marina.

1.4.6 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 Stillhouse Hollow 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 1<sup>st</sup> 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.

## 2 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.

<b>Performance Objective</b> (The Service required—usually a shall statement)	<b>2.1.1.1 Standard</b>	<b>Performance Threshold</b> (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	<b>Method of Surveillance</b>
<b>PRS # 1</b> 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
<b>PRS # 2</b> 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.
<b>PRS # 3</b> 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
<b>PRS # 4</b> The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12.	Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

## 1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL EXHIBIT 2  
DELIVERABLES SCHEDULE**

<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

<b>Location</b>	<b>Open AM</b>	<b>Close PM</b>	<b>Mileage*</b>	<b>Responsible Attendant</b>
<b>Stillhouse Beach Area</b>	6:00	9:00	N/A	Stillhouse
<b>Stillhouse Entrance</b>	6:00	9:00	N/A	Stillhouse
<b>Chalk Ridge Falls NA</b>	8:00	Sunset***	12.0	Stillhouse

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

**\*\* Sunset is the sunset time published in a local newspaper.**

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: Park Ranger Giacomozzi (254) 939-2461.

1.10.9.5 Site Visit: Recommended for first time bidders.

**APPENDENCES PERFORMANCE WORK STATEMENT (PWS)**

**GATE ATTENDANT SERVICES  
GEORGETOWN/GRANGER LAKE  
WILSON H. FOX PARK SHIFT 2**

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

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

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

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

*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 April through September although Period of Performance shows April through following March.*

WILSON H. FOX PARK SHIFT 2					
4 on/4 off Position Base Year	Number Days	Surveillance Hours	Gate House Hours	Availability Hours	Deposits
4 on/off Shift 2	91	1456	1053	728	23
4 on/4 off Position Option Year 1	Number Days	Surveillance Hours	Gate House Hours	Availability Hours	Deposits
4 on/off Shift 2	91	1456	1057	728	23
4 on/4 off Position Option Year 2	Number Days	Surveillance Hours	Gate House Hours	Availability Hours	Deposits
4 on/off Shift 2	91	1456	1057	728	23

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  
 Memorial Day  
 Independence Day

Veteran’s Day  
 Thanksgiving Day  
 Christmas Day

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

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

Georgetown/Granger Lake Hours							
WILSON H. FOX PARK HOURS							
Contractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
4on/4off shift schedules	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200
Surveillance Hours	0900-2000	0900-2000	0900-2000	0900-2000	0900-2200	0900-2200	0900-2000
Gate House Hours	2000-0600	2000-0600	2000-0600	2000-0600	2200-0600	2200-0600	2000-0600
Availability Hours							

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Wilson H. Fox Park at Granger Lake.

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

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

1.4.7 Security Requirements: Not applicable.

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

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

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

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

1.4.8 Special Qualifications: Not applicable.

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

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

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

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

1.4.15 Organizational Conflict of Interest: Not applicable.

#### 1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

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

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

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

#### 1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

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

1.6.2 Equipment: The Contractor shall provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager prior to work start date

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

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

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

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

1.9 Attachment/Technical Exhibit List:

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

**3**

**4 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)	4.1.1.1 Standard	Performance Threshold	Method of Surveillance
<b>PRS # 1</b> 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
<b>PRS # 2</b> 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.
<b>PRS # 3</b> 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
<b>PRS # 4</b> The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12.	Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL EXHIBIT 2  
DELIVERABLES SCHEDULE**

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

1.10 Safety: No additional requirements.

1.11 Work to Be Performed:

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

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

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

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

1.11.5 Park Inspections: The Contractor shall inspect entire park a minimum of four (4) times daily in. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. In addition to these patrols the areas shall be inspected prior to start of gate house duties and all vehicles in the park without passes should be tagged for payment and a log kept of each vehicle. The Contractor shall keep an inspection report in a neat and timely manner. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cutoffs will be turned on and off as required by the Lake Manager.

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

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

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

1.11.8.1 The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following:

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

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

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

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

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

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

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

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

QASP

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

**5 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.

**5.1 Purpose**

**5.1.1** 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.

**5.1.2** 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.

**5.2 Performance Management Approach**

**5.2.1** 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.

**5.2.2** 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.

### **5.3 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.

## **6 ROLES AND RESPONSIBILITIES**

### **6.1 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.

## **6.2 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.

## **6.3 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.

## **7 METHODOLOGIES TO MONITOR PERFORMANCE**

### **7.1 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.

### **7.4 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.

### **7.5 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.

## **8 QUALITY ASSURANCE DOCUMENTATION**

### **8.1 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.

### **8.2 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.

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

## **9 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT**

### **9.1 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**

<b>Required Services (Tasks)</b>	<b>Performance Standards</b>	<b>Acceptable Quality Levels (Allowable Deviation)</b>	<b>Methods of Surveillance</b>	<b>Incentive (Positive and/or Negative) (Impact on Contractor Payments)</b>
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

PPQ

<b>NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)</b>	
<b>CONTRACT INFORMATION (Contractor to complete Blocks 1-4)</b>	
<b>1. Contractor Information</b>	
Firm name:	CAGE Code:
Address:	DUNS Number:
Phone Number:	
Email Address:	

Point of Contact:	Contact Phone Number:
<b>2. Work Performed as:</b> <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 #):	
<b>3. Contract Information</b> 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:	
<b>4. Project Description:</b> 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.)	
<b>CLIENT INFORMATION (Client to complete Blocks 5-8)</b> <b>5. Client Information</b> Name: Title: Phone Number: Email Address:	
<b>6. Describe the client's role in the project:</b>	
<b>7. Date Questionnaire was completed (mm/dd/yy):</b>	
<b>8. Client's Signature:</b>	

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](mailto: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
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<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	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.
<b>(S) Satisfactory</b>	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.
<b>(M) Marginal</b>	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.
<b>(U) Unsatisfactory</b>	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.
<b>(N) Not Applicable</b>	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.						
<b>1. QUALITY</b>						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>						
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	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
<b>3. CUSTOMER SATISFACTION:</b>						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
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	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
<b>4. MANAGEMENT/PERSONNEL/LABOR</b>						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and /or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirement and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to	E	VG	S	M	U	N

effectively lead, manage and control the program)						
<b>5. COST/FINANCIAL MANAGEMENT</b>						
a) Ability to meet the terms and conditions within the contractually agree price(s)?	E	VG	S	M	U	N
b) Contractor Proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports. Budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) In the Contractor's accounting system adequate for management and tracking of costs? <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
<b>6. SAFETY/SECURITY</b>						
a) To What extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements, regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
<b>7. GENERAL</b>						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E	VG	S	M	U	N
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	VG	S	M	U	N

**AFTER COMPLETION, PLEASE EMAIL TO: [CIV-OPS.Proposals@usace.army.mil](mailto: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,**



01320	- Service Order Dispatcher	16.05
01410	- Supply Technician	23.98
01420	- Survey Worker	16.01
01460	- Switchboard Operator/Receptionist	12.79
01531	- Travel Clerk I	11.56
01532	- Travel Clerk II	12.48
01533	- Travel Clerk III	13.23
01611	- Word Processor I	15.42
01612	- Word Processor II	17.31
01613	- Word Processor III	19.37
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	22.11
05010	- Automotive Electrician	17.85
05040	- Automotive Glass Installer	18.00
05070	- Automotive Worker	16.92
05110	- Mobile Equipment Servicer	14.83
05130	- Motor Equipment Metal Mechanic	18.79
05160	- Motor Equipment Metal Worker	16.92
05190	- Motor Vehicle Mechanic	18.79
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.77
05280	- Motor Vehicle Wrecker	16.92
05310	- Painter, Automotive	17.85
05340	- Radiator Repair Specialist	16.92
05370	- Tire Repairer	11.75
05400	- Transmission Repair Specialist	18.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.50
07041	- Cook I	10.54
07042	- Cook II	12.10
07070	- Dishwasher	9.08
07130	- Food Service Worker	9.92
07210	- Meat Cutter	15.03
07260	- Waiter/Waitress	9.00
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.27
09040	- Furniture Handler	10.21
09080	- Furniture Refinisher	15.27
09090	- Furniture Refinisher Helper	12.00
09110	- Furniture Repairer, Minor	13.83
09130	- Upholsterer	16.53
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.11
11060	- Elevator Operator	10.34
11090	- Gardener	14.10
11122	- Housekeeping Aide	10.34
11150	- Janitor	10.34
11210	- Laborer, Grounds Maintenance	11.11
11240	- Maid or Houseman	9.09
11260	- Pruner	10.13
11270	- Tractor Operator	13.06
11330	- Trail Maintenance Worker	11.11
11360	- Window Cleaner	11.34
12000	- Health Occupations	
12010	- Ambulance Driver	18.12
12011	- Breath Alcohol Technician	18.12
12012	- Certified Occupational Therapist Assistant	26.18
12015	- Certified Physical Therapist Assistant	24.07
12020	- Dental Assistant	17.32
12025	- Dental Hygienist	41.16
12030	- EKG Technician	25.57
12035	- Electroneurodiagnostic Technologist	25.57
12040	- Emergency Medical Technician	18.12
12071	- Licensed Practical Nurse I	17.79
12072	- Licensed Practical Nurse II	19.90
12073	- Licensed Practical Nurse III	22.20
12100	- Medical Assistant	14.55
12130	- Medical Laboratory Technician	17.43
12160	- Medical Record Clerk	13.69
12190	- Medical Record Technician	15.32
12195	- Medical Transcriptionist	16.75
12210	- Nuclear Medicine Technologist	35.60
12221	- Nursing Assistant I	10.67
12222	- Nursing Assistant II	12.00

12223 - Nursing Assistant III	13.10
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.97
12236 - Optical Technician	13.84
12250 - Pharmacy Technician	15.07
12280 - Phlebotomist	14.70
12305 - Radiologic Technologist	25.86
12311 - Registered Nurse I	23.29
12312 - Registered Nurse II	28.49
12313 - Registered Nurse II, Specialist	28.49
12314 - Registered Nurse III	34.47
12315 - Registered Nurse III, Anesthetist	34.47
12316 - Registered Nurse IV	41.31
12317 - Scheduler (Drug and Alcohol Testing)	22.45
12320 - Substance Abuse Treatment Counselor	17.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.55
13012 - Exhibits Specialist II	25.78
13013 - Exhibits Specialist III	27.60
13041 - Illustrator I	19.55
13042 - Illustrator II	25.78
13043 - Illustrator III	27.60
13047 - Librarian	26.39
13050 - Library Aide/Clerk	13.80
13054 - Library Information Technology Systems Administrator	23.85
13058 - Library Technician	16.88
13061 - Media Specialist I	17.19
13062 - Media Specialist II	19.24
13063 - Media Specialist III	21.44
13071 - Photographer I	16.60
13072 - Photographer II	18.57
13073 - Photographer III	23.01
13074 - Photographer IV	28.15
13075 - Photographer V	34.06
13090 - Technical Order Library Clerk	17.33
13110 - Video Teleconference Technician	17.63
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.08
14042 - Computer Operator II	16.87
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.32
14045 - Computer Operator V	23.61
14071 - Computer Programmer I	(see 1) 25.43
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.08
14160 - Personal Computer Support Technician	22.53
14170 - System Support Specialist	27.97
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.00
15020 - Aircrew Training Devices Instructor (Rated)	37.51
15030 - Air Crew Training Devices Instructor (Pilot)	44.67
15050 - Computer Based Training Specialist / Instructor	31.03
15060 - Educational Technologist	33.26
15070 - Flight Instructor (Pilot)	44.67
15080 - Graphic Artist	22.13
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	35.95
15086 - Maintenance Test Pilot, Rotary Wing	35.95
15088 - Non-Maintenance Test/Co-Pilot	35.95
15090 - Technical Instructor	21.85
15095 - Technical Instructor/Course Developer	26.73
15110 - Test Proctor	17.64
15120 - Tutor	17.85
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.54
16030 - Counter Attendant	8.54
16040 - Dry Cleaner	10.42
16070 - Finisher, Flatwork, Machine	8.54
16090 - Presser, Hand	8.54

16110 - Presser, Machine, Drycleaning	8.54
16130 - Presser, Machine, Shirts	8.54
16160 - Presser, Machine, Wearing Apparel, Laundry	8.54
16190 - Sewing Machine Operator	11.08
16220 - Tailor	11.80
16250 - Washer, Machine	9.05
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.27
19040 - Tool And Die Maker	22.62
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.38
21030 - Material Coordinator	20.34
21040 - Material Expediter	20.34
21050 - Material Handling Laborer	10.99
21071 - Order Filler	12.19
21080 - Production Line Worker (Food Processing)	13.28
21110 - Shipping Packer	13.88
21130 - Shipping/Receiving Clerk	13.88
21140 - Store Worker I	11.19
21150 - Stock Clerk	14.78
21210 - Tools And Parts Attendant	13.38
21410 - Warehouse Specialist	13.38
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.02
23019 - Aircraft Logs and Records Technician	20.96
23021 - Aircraft Mechanic I	25.25
23022 - Aircraft Mechanic II	27.02
23023 - Aircraft Mechanic III	28.23
23040 - Aircraft Mechanic Helper	18.15
23050 - Aircraft, Painter	23.87
23060 - Aircraft Servicer	20.96
23070 - Aircraft Survival Flight Equipment Technician	23.87
23080 - Aircraft Worker	22.48
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.48
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.25
23110 - Appliance Mechanic	17.96
23120 - Bicycle Repairer	12.85
23125 - Cable Splicer	22.30
23130 - Carpenter, Maintenance	18.84
23140 - Carpet Layer	18.35
23160 - Electrician, Maintenance	22.47
23181 - Electronics Technician Maintenance I	19.03
23182 - Electronics Technician Maintenance II	22.11
23183 - Electronics Technician Maintenance III	23.31
23260 - Fabric Worker	16.29
23290 - Fire Alarm System Mechanic	19.78
23310 - Fire Extinguisher Repairer	16.19
23311 - Fuel Distribution System Mechanic	18.63
23312 - Fuel Distribution System Operator	14.44
23370 - General Maintenance Worker	16.53
23380 - Ground Support Equipment Mechanic	25.25
23381 - Ground Support Equipment Servicer	20.96
23382 - Ground Support Equipment Worker	22.48
23391 - Gunsmith I	16.19
23392 - Gunsmith II	18.59
23393 - Gunsmith III	20.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.55
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.27
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	16.84
23460 - Instrument Mechanic	20.88
23465 - Laboratory/Shelter Mechanic	19.76
23470 - Laborer	11.18
23510 - Locksmith	16.76
23530 - Machinery Maintenance Mechanic	23.60
23550 - Machinist, Maintenance	18.78
23580 - Maintenance Trades Helper	12.69
23591 - Metrology Technician I	20.88
23592 - Metrology Technician II	22.06
23593 - Metrology Technician III	23.33

23640 - Millwright	20.57
23710 - Office Appliance Repairer	17.77
23760 - Painter, Maintenance	15.27
23790 - Pipefitter, Maintenance	23.74
23810 - Plumber, Maintenance	22.44
23820 - Pneudraulic Systems Mechanic	20.88
23850 - Rigger	20.88
23870 - Scale Mechanic	18.59
23890 - Sheet-Metal Worker, Maintenance	20.87
23910 - Small Engine Mechanic	16.24
23931 - Telecommunications Mechanic I	24.08
23932 - Telecommunications Mechanic II	25.29
23950 - Telephone Lineman	25.07
23960 - Welder, Combination, Maintenance	16.84
23965 - Well Driller	22.41
23970 - Woodcraft Worker	20.88
23980 - Woodworker	13.30
24000 - Personal Needs Occupations	
24550 - Case Manager	16.30
24570 - Child Care Attendant	9.89
24580 - Child Care Center Clerk	12.33
24610 - Chore Aide	8.79
24620 - Family Readiness And Support Services Coordinator	13.57
24630 - Homemaker	16.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.95
25040 - Sewage Plant Operator	18.13
25070 - Stationary Engineer	21.95
25190 - Ventilation Equipment Tender	15.87
25210 - Water Treatment Plant Operator	18.13
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.97
27007 - Baggage Inspector	12.13
27008 - Corrections Officer	19.12
27010 - Court Security Officer	21.19
27030 - Detection Dog Handler	16.19
27040 - Detention Officer	19.12
27070 - Firefighter	23.37
27101 - Guard I	12.13
27102 - Guard II	16.19
27131 - Police Officer I	24.49
27132 - Police Officer II	27.20
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.43
28042 - Carnival Equipment Repairer	12.24
28043 - Carnival Worker	9.23
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.26
28515 - Recreation Specialist	16.07
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	15.96
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.18
29020 - Hatch Tender	17.18
29030 - Line Handler	17.18
29041 - Stevedore I	16.14
29042 - Stevedore II	18.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.49
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.71
30021 - Archeological Technician I	20.39
30022 - Archeological Technician II	22.81
30023 - Archeological Technician III	28.27
30030 - Cartographic Technician	28.27
30040 - Civil Engineering Technician	23.47
30051 - Cryogenic Technician I	25.92
30052 - Cryogenic Technician II	25.78
30061 - Drafter/CAD Operator I	18.92
30062 - Drafter/CAD Operator II	21.16
30063 - Drafter/CAD Operator III	23.60

30064 - Drafter/CAD Operator IV	28.80
30081 - Engineering Technician I	14.89
30082 - Engineering Technician II	16.71
30083 - Engineering Technician III	18.69
30084 - Engineering Technician IV	23.16
30085 - Engineering Technician V	28.33
30086 - Engineering Technician VI	34.27
30090 - Environmental Technician	22.39
30095 - Evidence Control Specialist	21.19
30210 - Laboratory Technician	21.89
30221 - Latent Fingerprint Technician I	18.88
30222 - Latent Fingerprint Technician II	20.85
30240 - Mathematical Technician	26.21
30361 - Paralegal/Legal Assistant I	20.07
30362 - Paralegal/Legal Assistant II	27.87
30363 - Paralegal/Legal Assistant III	30.42
30364 - Paralegal/Legal Assistant IV	36.80
30375 - Petroleum Supply Specialist	25.92
30390 - Photo-Optics Technician	26.21
30395 - Radiation Control Technician	25.92
30461 - Technical Writer I	23.06
30462 - Technical Writer II	28.21
30463 - Technical Writer III	34.13
30491 - Unexploded Ordnance (UXO) Technician I	23.19
30492 - Unexploded Ordnance (UXO) Technician II	28.06
30493 - Unexploded Ordnance (UXO) Technician III	33.63
30494 - Unexploded (UXO) Safety Escort	23.19
30495 - Unexploded (UXO) Sweep Personnel	23.19
30501 - Weather Forecaster I	23.47
30502 - Weather Forecaster II	28.54
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.60
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.21
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.06
31020 - Bus Aide	12.66
31030 - Bus Driver	17.20
31043 - Driver Courier	13.89
31260 - Parking and Lot Attendant	9.73
31290 - Shuttle Bus Driver	14.99
31310 - Taxi Driver	12.05
31361 - Truckdriver, Light	14.99
31362 - Truckdriver, Medium	16.05
31363 - Truckdriver, Heavy	17.28
31364 - Truckdriver, Tractor-Trailer	17.28
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.68
99030 - Cashier	9.98
99050 - Desk Clerk	9.93
99095 - Embalmer	24.61
99130 - Flight Follower	23.19
99251 - Laboratory Animal Caretaker I	11.20
99252 - Laboratory Animal Caretaker II	12.16
99260 - Marketing Analyst	35.44
99310 - Mortician	27.05
99410 - Pest Controller	17.07
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	15.78
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	14.39
99810 - Sales Clerk	11.50
99820 - School Crossing Guard	11.06
99830 - Survey Party Chief	19.45
99831 - Surveying Aide	13.36
99832 - Surveying Technician	17.11
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.17
99842 - Vending Machine Repairer Helper	11.69

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

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

\*\* 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 (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 paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 U.S. Department of Labor, Wage and Hour Division, 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" 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 (See 29 CFR 4.152(c)(1)).

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

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms                      Division of Director                                      Wage Determinations	Wage Determination No.: 2015-2523 Revision No.: 3 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

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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.

### INSURANCE REQUIREMENTS

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: CECT-SWF, P.O. Box 17300, Fort Worth, Texas 76102-0300 and one copy directly to the Lake or Project Office. The Contractor shall maintain, during the entire period of his performance under this contract, the following minimum insurance requirements:

- (a) Employers Liability Insurance in the minimum amount of \$100,000
- (b) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence.
- (c) *Automobile liability.* The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) Workmen's Compensation and Employer's Liability Insurance in the minimum amount of \$100,000.00, or in compliance with applicable State statutes.
- (e) 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

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

## 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
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications	JAN 2015
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 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
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
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
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 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
52.247-5	Familiarization With Conditions	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.253-1	Computer Generated Forms	JAN 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
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
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

#### 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) ASSIST (<https://assist.dla.mil/online/start/>).

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

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

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States

must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.212-2 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:

1. Past Performance
2. Price

Past performance is equal to price (the Government reserves the right to review past performance utilizing CPARS and FAPIIS). The contractor shall have no past performance annotated less than satisfactory)

(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 (FEB 2016)  
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (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 (q) 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 its stock 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 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) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(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 representation 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 (q) 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 SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to 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:** 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) 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 to the Equal Opportunity clause of this solicitation; 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 parts 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
—	—
—	—
—	—

[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
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or 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
—	—
—	—
—	—

[List as necessary]

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

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. 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. 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 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:
---	---
---	---
---	---

[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:
---	---
---	---
---	---

[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 the offeror and/or any of its principals--

(1) [ \_\_\_ ] 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. §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. §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. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

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

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

[  ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that 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.

(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. 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.

(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](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that--

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (FEB 2016)

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

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

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

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

(b)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (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 (Jul 2014) (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)
- X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 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 (Aug 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (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 contract expiration.

(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 within 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(End of clause)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(a)(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.

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [  ] is, [  ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ----  -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [  ] is, [  ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----  -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(ii) It (  ) is, (  ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:  .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(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 small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 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)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules

and regulations of the Secretary of Labor.

(End of provision)

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
99030 Cashier GS-2	\$12.25	\$4.41
99050 Desk Clerk GS-4	\$15.14	\$5.45
01110 Genral Clerk I GS-2	\$12.25	\$4.41

(End of clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

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

Person--

(1) Means--

(i) A natural person;

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

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

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

Sensitive technology--

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

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

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

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

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

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

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

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of provision)

#### 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

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

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

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

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

(End of clause)

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

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

(End of clause)

#### 52.252-1 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):

[www.farsite.hill.af.mil](http://www.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):

[www.farsite.hill.af.mil](http://www.farsite.hill.af.mil)

(End of clause)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of clause)

## 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

## 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

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

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

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

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

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-

character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

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

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

(4) The Government has marked the record “Active.”

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

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

(End of clause)

#### 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001)(DEC 2015)

(a) *Definitions.* As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or  
 (2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT  
 REPORTING (DEVIATION 2016-O0001)(OCT 2015)

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or  
 (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other

information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled

Unclassified Information in Nonfederal Information Systems and Organizations,”

(see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-00001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) *Subcontracts.* The Contractor shall—
  - (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and
  - (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-000009) (FEB 2014)

- (a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
  - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM--STATISTICAL REPORTING IN PAST PERFORMANCE EVALUATIONS (JUNE 2015)

(a) The Past Performance Information Retrieval System--Statistical Reporting (PPIRS-SR) application (<http://www.ppirs.gov/>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) PPIRS-SR collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The PPIRS-SR application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in PPIRS-SR will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) PPIRS-SR classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the PPIRS-SR User's Manual found at [https://www.ppirs.gov/pdf/PPIRS-SR\\_UserMan.pdf](https://www.ppirs.gov/pdf/PPIRS-SR_UserMan.pdf). Contractors are granted access to PPIRS-SR for their own classifications only. Suppliers are encouraged to review their own classifications, the PPIRS-SR reporting procedures and classification methodology detailed in the PPIRS-SR User's Manual, and PPIRS-SR Evaluation Criteria available from the references at [https://www.ppirs.gov/pdf/PPIRS-SR\\_DataEvaluationCriteria.pdf](https://www.ppirs.gov/pdf/PPIRS-SR_DataEvaluationCriteria.pdf). The method to challenge a rating generated by PPIRS-SR is provided in the User's Manual.

(End of provision)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. ``Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

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

(End of clause)