SOLICITATION	N/CONTRACT OR TO COMPLE					1. REQUISITE W45XMAG					PAGE	1 OF	258
2. CONTRACT NO.	JK TO OOMI LL	1	FECTIVE DATE		ER NUMBER				I NUMBER		1	ITATION ISSU	JE DATE
7. FOR SOLICITATION		a. NAME						26G-17- EPHONE N	UMBER (No C	Collect Calls)	17-Jar 8. OFFEI		/LOCAL TIME
INFORMATION CALL	:	1	ARLARIELLO		I		$\neg \neg$	886-105	Г	_		PM 22 Feb	2017
9. ISSUED BY		CODE	W9126G		10. THIS ACQU	JISITION IS	,	JNRESTI	RICTED OR	X SET ASI	DE:	100 % FOR	:
US ARMY ENGINER ATTN: CESWF-CT	ER DISTRICT, FO	RT WORTH			X SMALL BUS	SINESS		MEN-OW SINESS	(WOSB)				
819 TAYLOR ST, RO					HUBZONE	SMALL			LY DISADVANTA		AICS:		
FORT WORTH IX /	0102-0300				BUSINESS	3		WOSB)	NED 2MATT RO2	72 Tine 55	21211		
TEL: 817-886-10)43				SERVICE-E VETERAN-		8(A))			ZE STAN		
FAX: 817-886-64		<u> </u>			SMALL BU	SINESS		10h D	ATINO	\$7	7,500,00	00	
11. DELIVERY FOR TION UNLESS E		12. DISCOU	NT TERMS		13a. THIS	CONTRAC	ΓIS A	13b. R.	ATING				
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15. DELIVER TO		CODE			16. ADMINISTE	ERED BY		·			DDE _	_	
SEI	E SCHEDUL	-E											
17a.CONTRACTOR/	/ CODE	I .	CILITY		18a. PAYMEN	T WILL BE N	MADE BY	,		C	ODE		
OFFEROR			DL								_		
TELEPHONE NO.													
17b. CHECK IF SUCH ADDRE	FREMITTANCE IS SS IN OFFER	DIFFERENT	AND PUT		18b. SUBMIT BELOW IS CH			DRESS S EE ADDE		LOCK 18a.	UNLES	S BLOCK	
19.	C		20. SUPPLIES/S	ירט/יוכר			21 QUAN		22. UNIT	23 UNIT PF		1	24. DUNT
ITEM NO.	<u></u>	CHEDULE OF	SUPPLIES/ S	DERVICE			QUAIN	111 1	OINIT	UNIT PR	NOE	AIVK	JUNI
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			SEE SCHE	DULE									
25. ACCOUNTING	AND APPROPRIA	TION DATA							26. TOTAL	AWARD AM	OUNT (F	or Govt. Us	se Only)
D 272 SOLICITAT	TION INCORPORA	TES BY DEED	DENCE EAD F	S2 212-1	52 212-4 FAR F	52 212-3 52	212-5 Δ	DE ATTA	CHED AI	DDENDA X	JAPE I	TARE NOT	ATTACHED
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27b. CONTRAC	CT/PURCHASE OR	DER INCORP	ORATES BY R	EFEREN	CE FAR 52.212	-4. FAR 52.	212-5 IS	ATTACH	ED. AI	DDENDA	ARE	JARE NOT	ATTACHED
11^1	TOR IS REQUIRED				_		1	ARD OF	CONTRACT:		OFFED A	ON COLICI	TATION
	SUING OFFICE. CO TEMS SET FORTH								LUDING ANY			ON SOLICI ANGES WI	
ADDITIONAL SI	HEETS SUBJECT	TO THE TERM	S AND CONDI	TIONS S	PECIFIED.		SET FC	RTH HE	REIN, IS ACC	EPTED AS	TO ITEM	S:	
30a. SIGNATURE (OF OFFEROR/CO	NTRACTOR			31a.UNITE	D STATES O	F AMERIC	CA (SIG	NATURE OF CO	NTRACTING	OFFICER)	1	
20h NAMEANDT			202 5475	CICVIC	211	OE CO	OUTNO C	DRIGER	/	D DETI-'		21 - 5	DE CIONES
30b. NAME AND TI	IILE OF SIGNEK		30c. DATE	SIGINEL	J JID. NAME	OF CONTRA	CTING O	FFICER	(TYPE (OR PRINT)		JIC. DAT	TE SIGNED
= 3					TEL:	1							
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SOLICITATION/CONTRACT/ORDER FOR CO (CONTINUED)				COMMERC	IAL ITI	EMS					PA	GE 2 OF 258
19. ITEM NO.			20. SCHEDULE OF SUPPLI	ES/ SERVICES			21. QUANTIT	v	22. UNIT	23 UNIT PR		24. AMOUNT
name.			SEE SCH				30/11111	•	0.141	- Oran III	WOL _	Almooni
32a. QUANTITY IN	COLUM	IN 21 HA	S BEEN									
RECEIVED	INSPE	CTED	ACCEPTED, AND CONF	ORMS TO THE C	CONTRAC	CT, EXCEPT	AS NOTED:					
32b. SIGNATURE C REPRESENT		IORIZED	GOVERNMENT	32c. DATE	DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVER REPRESENTATIVE				ERNMEN	Т		
32e. MAILING ADD	RESS C	F AUTH	ORIZED GOVERNMENT RI	EPRESENTATIVI	PRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNME				IENT REF	PRESENTATIVE		
						32g. E-MAI	L OF AUTHORI	ZED GO	OVERNMEN	T REPRESE	NTATIVE	
33. SHIP NUMBER	FINAL	34. VOU	CHER NUMBER	35. AMOUNT VE CORRECT		36.	PAYMENT COMPLET	E F	PARTIAL [FINAL	37. CHE	CK NUMBER
38. S/R ACCOUNT	NUMBE	R 39. S	S/R VOUCHER NUMBER	40. PAID BY		, 				· · · · · · · · · · · · · · · · · · ·		
			CORRECT AND PROPER RTIFYING OFFICER	FOR PAYMENT 41c. DATE	42a. RE	CEIVED BY	(Print)					
					42b. RE	CEIVED AT	(Location)					
					42c. DA	TE REC'D (YY/MM/DD)	42d. T0	OTAL CONT	AINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 1 Days

Capital Region Summer Gate Attendants FFP

The contractor shall provide all labor, materials, supplies and equipment to furnish gate attendant services at various parks in accordance with the attached performance work statements.

Multiple awards will be made for Capital Region, Fort Worth District Regional Lakes. Fill out bid schedules "SEPARATELY" when bidding multiple Park Positions.

Please see Instructions to Offerors. Incomplete quotes shall be considered nonresponsive and will not be considered or evaluated. If a quoter declines to accept a purchase order for a park, the quoter will not be considered for any other awards offered in the solicitation. Only one offer will be made by the Government.

PROPOSAL DUE DATE: 16 FEBRUARY 2017 12:OOPM EMAIL ALL QUOTES TO: <u>CIV-OPS.Proposals@usace.army.mil</u>

CONTRACTING OFFICER STATEMENT

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

INSTRUCTIONS TO OFFERORS

OFFEROR DUE DATE/LOCAL TIME: <u>The Offeror Proposal Due Date is: 16 February 2017 12:00PM</u> The Solicitation Closing Date will be 22 February 2017 12:00PM.

POINT OF CONTACT: _Daisy Ciarlariello Phone: (817)886-1051

EMAIL your proposal to: <u>CIV-OPS.Proposals@usace.army.mil</u>

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

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

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

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

<u>Click here to request your D-U-N-S Number via the Web.</u> The website to obtain your DUNS number: http://fedgov.dnb.com/webform For technical difficulties, contact govt@dnb.com

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

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

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

Contractor Information Sheet

COMPLETE AND RETURN WITH YOUR QUOTE

I am submitting on several gate atten	dant contracts. The	e team below shall	be available for all.
☐ I am submitting on several gate atten	dant contracts and	this team only ap	plies to:
(identify	the Lake)		(identify the Park)
Team Memb	pers- Data is requ	ired for (2) Team	Members
NAME: Person #1_		SSN/I	TIN:
NAME: Person #1(Last, First M	liddle)		IIN: (Social Security Number)
Person #2		SSN/I	TIN:
Person #2(Last, First M	liddle)		(Social Security Number)
	ENT OF AWARI		
NAME (Last, First Middle)			
ADDRESS (Number & Street)			
(Number & Street)			(City, State and Zip)
HOME PHONE NUMBER		MOBILE	
HOME PHONE NUMBER (Area	code and number)	(Area code and number)
EMAIL ADDRESS			
DUNS NUMBER		CAGE CODE	NUMBER
SSN/TIN NUMBER			

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*

Required	Contractor	<u>Item</u>
		Complete page 1 of Solicitation. Block 17a Company Name & Address, Cage Code Telephone No., Complete Blocks 30a – 30c (this also applies to any amendments to the solicitation.)
		Complete Bid Schedule(s) Must include Base and Option Years Pricing Fill out bid schedules "Separately" when bidding multiple Park Positions
		Complete Contractor Information Sheet below: Include your SSN or firm's Tax ID Number (TIN) and active email address. You will be notified of your selection by this method!!!
		Offerors shall complete electronically ORCA profile on line in SAM: Clause 52.212-3 (Section K- Representation, Certifications and Other Statements of Offerors), paragraph (b) of solicitation AND submit complete ORCA profile.
		Offerors shall submit an active SAM registration (<i>Attach first page</i>). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA and EPLS. Website: www.sam.gov You must have an active SAM registration prior to award.
		Add NAICS Code 721211 to your Representations and Certification in SAMS.
		Provide three (2) Past Performance Questionnaires (PPQ) completed by employer/s or references who can vouch for your work capability, and have them send the PPQ 's to CIV-OPS.Proposals@usace.army.mil and the CT Specialist. Please ensure that references submit the form to the specified email addresses and make sure they reference the solicitation number in the email subject line. PPQ forms must be submitted by proposal due date to be considered for evaluation.
\boxtimes		Scan all documents into a single.pdf file. (For Help contact your local Library, copy centers or PTACs-http://www.aptac-us.org/new/
\boxtimes		EMAIL your proposal to: <u>CIV-OPS.Proposals@usace.army.mil</u> & <u>Daisy.Ciarlariello@usace.army.mil</u> Subject line of email must include the solicitation number and Company Name.

^{**}Please see FAR Clause 52.228-5 Insurance and Insurance Requirements within the solicitation.

^{**}Please see FAR Clause 52.212-2 for proposal evaluation criteria

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

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNARIE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNARIE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATION. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM. AFTER COMPLETION, PLEASE EMAIL TO: CIV-OPS.Proposals@usace.army.mil Ensure the former employer references the solicitation number in the email subject line.

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATIONOF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE

Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the clement or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective. Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the clement or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the clement or sub-element point of the command of the contractor were satisfactory. Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the clement or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the clement or sub-element being assessed reflects a serious problem for which the contractor had rouble overcoming by ond the requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the clement or sub-element being assessed reflects a serious problem for which the contractor had rouble overcoming by ond the requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the clement or sub-element being assessed reflects a serious problem for which the contractor had rouble overcoming which the contractor had rouble overcoming and which impacted the Government/Owner. 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 problems which the contractor's contracto	KATING	DEFINITION	NOTE
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. (S) Satisfactory Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. (M) Marginal Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual requirements and exceeds many to the Government/Owner and exceeds many to the Government/Owner and evaluation of the element or sub-element or sub-element or sub-element or sub-element contains some minor problems for which the contractor appear or were satisfactory. (M) Marginal Performance meets contractual requirements and exceeds many to the Government/Owner 's benefit. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. (U) Unsatisfactory Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without mapet to the contract. There should have been no significant event hor there were only minor problems, or major problems that the contractor selement or sub-element or sub	(E) Exceptional	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	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.
mand 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. (M) Marginal Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. (U) Unsatisfactory (U) Unsatisfactory There were only minor problems, or major problems that the contractor. There 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 contractor. A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner. An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. (N) Not Applicable No information or did not apply to your Rating will be neither positive or	(VG) Very Good	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	the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses
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. VID VINSATISFACTORY 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 a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner. An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. (N) Not Applicable No information or did not apply to your Rating will be neither positive or Rating will be neither positive Rating will be neither positive Rating	(S) Satisfactory	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by	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 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. (N) Not Applicable requirements and recovery is not likely in a timely manner. The contractual performance of 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. Rating will be neither positive or	(M) Marginal	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	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which
	(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's	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
	(N) Not Applicable		-

TO BE COMPLETED BY CLIENT

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

5. COST/FINANCIAL MANAGEMENT					
a) Ability to meet the terms and conditions within the contractually					
agree price(s)?	E	VG	S	M	U
	N				
b) Contractor Proposed innovative alternative methods/processes that					
reduced cost, improved maintainability or other factors that benefited	E	VG	S	M	\mathbf{U}
the client	N				
c) If this is/was a Government cost type contract, please rate the					
Contractor's timeliness and accuracy in submitting monthly invoices	Е	VG	S	M	U
with appropriate back-up documentation, monthly status reports.		VG	S	IVI	U
Budget variance reports, compliance with established budgets and	N				
avoidance of significant and/or unexplained variances (under runs or					
overruns)					
d) In the Contractor's accounting system adequate for management		VEC			NO
and tracking of costs? If no, please explain in Remarks section.		YES			NO
e) If this is/was a Government contract, has/was this contract been					
partially or completely terminated for default or convenience or are		VEC	7		NO
there any pending terminations? <i>Indicate if show cause or cure</i>		YES	•		NO
notices were issued, or any default action in comment section below.					
f) Have there been any indication that the contractor has had any		VEC			NO
financial problems? If yes, please explain below.		YES			NO
6. SAFETY/SECURITY					
a) To What extent was the contractor able to maintain an environment					
of safety, adhere to its approved safety plan, and respond to safety					
issues? (Includes: following the users rules, regulations, and	Е	VG	S	M	U
requirements, regarding housekeeping, safety, correction of noted	N				
deficiencies, etc.)					
b) Contractor complied with all security requirements for the project	Б	V.C	C		TT
and personnel security requirements.	E	VG	S	M	U
	N				
7. GENERAL					
a) Ability to successfully respond to emergency and/or surge		V.C	C	3.4	T.T.
situations (including notifying COR, PM or Contracting Officer in a	E	VG	S	M	U
timely manner regarding urgent contractual issues)	N	N/C			* *
b) Compliance with contractual terms/provisions (explain if specific	E	VG	S	M	U
issues)	N	VEC			NO
c) Would you hire or work with this firm again? (If no, please explain		YES			NO
below)	 				
d) In Summary, provide an overall rating for the work performed by	Е	VG	S	M	U
this contractor.	N				

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

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*Please attach additional pages in necessary*):

INSURANCE

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

Submit a copy of Insurance Certificate directly to:

US Army Corp of Engineers Belton Lake Office ATTN: Ronnie Bruggman 3740 FM 1670 Belton, Texas 76513

Or email to: Daisy.Ciarlariello@usace.army.mil Phone: (817) 886-1051 Fax: (817)886-6403

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

NOTE:

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

Bid Sheet Stillhouse Lake Bell County, TX

Dana Peak Park Shift A

	Dana Peak Park Shift A						
Item #	Attendant Position	Attendant Position Price Per Day			Attendant Position		
0001	Base Year – 108 days (1 March 2017 through 30 September 2017)	\$	\$				
1001	Option Year 1 – 109 days (1 March 2018 through 30 September 2018)	\$	\$				
2001	Option Year 2 – 109 days (1 March 2019 through 30 September 2019)	\$	\$				
	TOTAL COST		\$				

Bid Sheet Stillhouse Lake Bell County, TX

Dana Peak Park Shift B

	Dana Peak Park Shift B						
Item #	Attendant Position	ant Position Price Per Day					
0001	Base Year – 106 days (1 March 2017 through 30 September 2017)	\$	\$				
1001	Option Year 1 – 105 days (1 March 2018 through 30 September 2018)	\$	\$				
2001	Option Year 2 – 105 days (1 March 2019 through 30 September 2019)	\$	\$				
	TOTAL COST		\$				

Bid Sheet Stillhouse Lake Bell County, TX

Stillhouse Park Shift B

	Stillhouse Park Shift B						
Item #	Attendant Position	Price Per Day	Total Cost				
0001	Base Year – 106 days (1 March 2017 through 30 September 2017)	\$	\$				
1001	Option Year 1 – 105 days (1 March 2018 through 30 September 2018)	\$	\$				
2001	Option Year 2 – 105 days (1 March 2019 through 30 September 2019)	\$	\$				
	TOTAL COST		\$				

Bid Sheet Belton Lake Bell County, TX

Temple Lake Park Shift B

	Temple Lake Park Shift B				
Item #	Attendant Position	Price Per Day	Total Cost		
0001	Base Year – 106 days (1 March 2017 through 30 September 2017)	\$	\$		
1001	Option Year 1 – 105 days (1 March 2018 through 30 September 2018)	\$	\$		
2001	Option Year 2 – 105 days (1 March 2019 through 30 September 2019)	\$	\$		
	TOTAL COST		\$		

Bid Sheet Belton Lake Bell County, TX

White Flint Park Shift B

White Flint Park Shift B				
Item #	Attendant Position	Price Per Day	Total Cost	
0001	Base Year – 106 days (1 March 2017 through 30 September 2017)	\$	\$	
1001	Option Year 1 – 105 days (1 March 2018 through 30 September 2018)	\$	\$	
2001	Option Year 2 – 105 days (1 March 2019 through 30 September 2019)	\$	\$	
	TOTAL COST		\$	

Wilson H. Fox Park Shift B

Wilson H. Fox Park Shift B				
Item #	Attendant Position	Price Per Day	Total Cost	
0001	Base Year – 91 days (1 April 2017 through 30 September 2017)	\$	\$	
1001	Option Year 1 – 91 days (1 April 2018 through 30 September 2018)	\$	\$	
2001	Option Year 2 – 91 days (1 April 2019 through 30 September 2019)	\$	\$	
	TOTAL COST		\$	

Willis Creek Park Shift A

	Willis Creek Park Shift A				
Item #	Attendant Position	Price Per Day	Total Cost		
0001	Base Year – 92 days (1 April 2017 through 30 September 2017)	\$	\$		
1001	Option Year 1 – 92 days (1 April 2018 through 30 September 2018)	\$	\$		
2001	Option Year 2 – 92 days (1 April 2019 through 30 September 2019)	\$	\$		
	TOTAL COST		\$		

Willis Creek Park Shift B

	Willis Creek Park Shift B				
Item #	Attendant Position	Price Per Day	Total Cost		
0001	Base Year – 91 days (1 April 2017 through 30 September 2017)	\$	\$		
1001	Option Year 1 – 91 days (1 April 2018 through 30 September 2018)	\$	\$		
2001	Option Year 2 – 91 days (1 April 2019 through 30 September 2019)	\$	\$		
	TOTAL COST		\$		

Russell Park Shift A

	Russell Park Shift A				
Item #	Attendant Position	Price Per Day	Total Cost		
0001	Base Year – 108 days (1 April 2017 through 30 September 2017)	\$	\$		
1001	Option Year 1 – 107 days (1 April 2018 through 30 September 2018)	\$	\$		
2001	Option Year 2 – 105 days (1 April 2019 through 30 September 2019)	\$	\$		
	TOTAL COST		\$		

Contract Gate Attendant Services

Canyon Park Shift A

1 April 2017 through 30 September 2017 (Base Year)
1 April 2018 through 30 September 2018 (Option Year 1)

Canyon Park Shift A			
Item #	Attendant Position	Price Per Day	Total Cost
0001	Base Year - 89 days (1 April 2017 through 30 September 2017)	\$	\$
1001	Option Year 1 - 88 days (1 April 2018 through 30 September 2018)	\$	\$
	тс	\$	

Contract Gate Attendant Services

Canyon Park Shift B

1 April 2017 through 30 September 2017

Canyon Park Shift B				
Item #	Attendant Position	Price Per Day	Total Cost	
0001	88 days: 1 April 2017 through 24 September 2017	\$	\$	
	тот	\$		

Contract Gate Attendant Services

Canyon Beach Shift A

1 April 2017 through 30 September 2017 (Base Year)
1 April 2018 through 30 September 2018 (Option Year 1)

Canyon Beach Shift A			
Item #	Attendant Position	Price Per Day	Total Cost
0001	Base Year - 89 days (1 April 2017 through 30 September 2017)	\$	\$
1001	Option Year 1 - 88 days (1 April 2018 through 30 September 2018)	\$	\$
	тс	\$	

Contract Gate Attendant Services

Canyon Beach Shift B

1 April 2017 through 30 September 2017

Canyon Beach Shift B			
Item #	Attendant Position	Price Per Day	Total Cost
0001	88 days: 1 April 2017 through 30 September 2017	\$	\$
TOTAL COST			\$

Contract Gate Attendant Services

Cranes Mill Park Shift A

1 April 2017 through 30 September 2017 (Base Year)
1 April 2018 through 30 September 2018 (Option Year 1)

Cranes Mill Park Shift A				
Item #	Attendant Position	Price Per Day	Total Cost	
0001	Base Year - 92 days (1 April 2017 through 30 September 2017)	\$	\$	
1001	Option Year 1 - 92 days (1 April 2018 through 30 September 2018)	\$	\$	
	тс	\$		

Contract Gate Attendant Services

Cranes Mill Park Shift B

1 April 2017 through 30 September 2017

Cranes Mill Park Shift B				
Item #	Attendant Position	Price Per Day	Total Cost	
0001	91 days: 1 April 2017 through 24 September 2017	\$	\$	
	тот	\$		

Contract Gate Attendant Services

Comal Park Shift A

1 April 2017 through 30 September 2017 (Base Year)
1 April 2018 through 30 September 2018 (Option Year 1)

Comal Park Shift A			
Item #	Attendant Position	Price Per Day	Total Cost
0001	Base Year - 89 days (1 April 2017 through 30 September 2017)	\$	\$
1001	Option Year 1 - 88 days (1 April 2018 through 30 September 2018)	\$	\$
TOTAL COST			\$

Contract Gate Attendant Services

Comal Park Shift B

1 April 2017 through 30 September 2017

Comal Park Shift B			
Item #	Attendant Position	Price Per Day	Total Cost
0001	88 days: 1 April 2017 through 30 September 2017	\$	\$
TOTAL COST			\$

Contract Gate Attendant Services

Potters Creek Park Shift A

1 April 2017 through 30 September 2017 (Base Year)
1 April 2018 through 30 September 2018 (Option Year 1)

Potters Creek Park A Shift			
Item #	Attendant Position	Price Per Day	Total Cost
0001	Base Year – 92 days (1 April 2017 through 30 September 2017)	\$	\$
1001	Option Year 1 – 92 days (1 April 2018 through 30 September 2018)	\$	\$
TOTAL COST			\$

Contract Gate Attendant Services

Potters Creek Park Shift B

1 April 2017 through 30 September 2017

Potters Creek Park Shift B			
Item #	Attendant Position	Price Per Day	Total Cost
0001	91 days: 1 April 2017 through 24 September 2017	\$	\$
TOTAL COST			\$

Contract Gate Attendant Services

North Park

1 April 2017 through 30 September 2017 (Base Year)
1 April 2018 through 30 September 2018 (Option Year 1)

North Park			
Item #	Attendant Position	Price Per Day	Total Cost
0001	Base Year - 79 days (1 April 2017 through 30 September 2017)	\$	\$
1001	Option Year 1 - 77 days (1 April 2018 through 30 September 2018)	\$	\$
TOTAL COST		\$	

FORT WORTH DISTRICT

PERFORMANCE WORK STATEMENT

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 (PWS), except for those items specified as Government-furnished property and services within each Lake Appendix 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 the following:
 - 1) Fort Worth District Performance Work Statement Gate Attendant Services
 - 2) Lake Appendices
 - 3) Lake Office Gate Attendant Handbooks.

The successful Contractor must pass a criminal background check. Most Gate Attendant positions require a 2-person team, while a few locations may require only 1 person. See each Lake Appendix for specific Gate Attendant requirements for each lake. Site visits are highly recommended prior to bidding.

1.1.1 Definitions:

- (a) Contractor: The person awarded the contract.
- (b) <u>Contracting Officer</u> (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) <u>Lake Manager</u>: The manager of the local lake. The Lake Manager may appoint an authorized representative to act on their behalf.
- **1.1.2** <u>Basic Requirements</u>: The following requirements for submitting a bid and receiving an award are now mandatory for conducting business with the DOD Government.
 - (a) All offerors are required to obtain a Data Universal Numbering System (DUNS) number by calling 1-800-333-0505 or by visiting www.dnb.com.
 - (b) All prospective Contractors must be registered in System for Award Management (SAM) database prior to any award resulting from this solicitation. If at time of award, Contractor is not registered, award will be made to the next successful "registered" offer. Registration may be accomplished via the internet at www.sam.gov.
 - (c) All payments shall be made by Electronic Funds Transfer (EFT) or "direct deposit".
 - (d) <u>E-Verify Verification of Eligibility</u>. 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 Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.

- **1.2 SCOPE:** Gate Attendant services as described in Section 1.11, WORK TO BE PERFORMED, and in each Lake Appendix.
- **1.3 PERIOD OF PERFORMANCE:** The term of the contract and required services are defined in this solicitation in each Lake 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** <u>Inspection and Contract Performance</u>: The service performed by the Contractor under the provisions of this contract shall be subject to inspections by the Contracting Officer, Lake Manager, or the designated Quality Assurance (QA) representative to ensure strict compliance with the terms of the contract.
 - (a) <u>Notification of Deficiencies</u>: The Contractor shall be notified in writing of any serious or recurring deficiency in service observed by the Contracting Officer or Lake Manager.
 - (b) <u>Documentation of Deficiencies</u>: Written notifications and memoranda for the record shall be prepared for the Contracting Officer. The original will be part of the contract file at the U.S. Army Corps of Engineers, Fort Worth District Office and a copy will be issued to the Contractor.
 - (c) <u>Correction of Contract Deficiencies</u>: Upon receipt of notification of deficiency in service, Contractors will immediately correct deficiencies and /or take steps to prevent recurrence of the deficiency.
 - (d) <u>Deficiencies of Service</u>: This contract may be terminated by the Contracting Officer.
 - (e) <u>Evaluation of Performance</u>: All Contractors will have their performance evaluated no less than mid-term and at the conclusion of their contract. Audits are performed per EC 1130-2-550 on a quarterly basis and recorded on ENG Form 6065, which will be placed into the contract file.
- 1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

- **1.4.4** Hours of Operation: The hours of park operation are as specified in each Lake Appendix. The Contractor will provide staffing during all posted hours of park operation.
- **1.4.5** <u>Place of Performance</u>: The work to be performed under this contract will be performed as described in each Lake Appendix.
- **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, Recreation Operations and Maintenance Guidance and Procedures, EC 1130-2-550, Chapter 9 and the USACE Recreation Use Fee Standard Operating Procedure. 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 immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer. 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** <u>Lock Combinations</u>: 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.
 - 1.4.7.4 Access and General Protection/Security Policy and Procedures: All Contractor and all associated sub-contractor's employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: Contractor and all associated sub-contractor's employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at

OCONUS locations, in accordance with status of forces agreements and other theater regulations.

- **1.4.7.6** Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): The Contractor and all associated sub-contractor's employees shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.
- 1.4.8 Special Qualifications: Not Applicable.
- **1.4.9** <u>Pre-work Conference</u>: 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. See each Lake Appendix for additional details and requirements.
 - **1.4.9.1** <u>Training</u>. The Contractor will be provided I-Watch and CorpsWatch Training and Southwestern Division Authorized Collectors Training. The training will be conducted at the pre-work conference and will be documented as complete in the contract files.
- **1.4.10** Contracting Officer Representative (COR): Not applicable.
- **1.4.11** Contractor Key Personnel: Gate Attendant.
- **1.4.12** <u>Identification of Contractor Employees</u>: Government-furnished Contractor identification badges or tags will be worn by the Contractor during on-duty hours at all locations
- **1.4.13** Contractor Travel: Not Applicable.
- **1.4.14** <u>Data Rights</u>: 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** <u>Facilities</u>: 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** <u>Materials</u>: The Government will provide gate house supplies, including forms, maps, brochures, handouts, computer paper, staplers, staples, china markers, water hose and sprinklers. The Government will provide other items as specified in each Lake Appendix.
- **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** <u>General</u>: Any additional supplies, equipment, facilities and services the Contractor desires to perform work under this contract that are not listed under Section 1.5, Government-Furnished Items and Responsibilities, of this PWS shall be furnished by the Contractor.
- **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. Proof of liability insurance will be submitted during the pre-work conference 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 Contractor may be required to display the vehicle identification provided by the Government on the vehicle while on duty. The Contractor'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** <u>Materials</u>: The Contractor shall furnish all materials, excluding those furnished by Government as specified above in Section 1.5, 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.
- **1.6.5 Personnel:** See each Lake Appendix.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. These include latest Title 36 CFR Part 327, EC 1130-2-550, the USACE Recreation Use Fee SOP, Lake Appendix, Lake Office Gate Attendant Handbook and United States Army Corps of Engineers EM 385-1-1, Safety and Health Requirements Manual.

1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:

- **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary</u>: See each Lake Appendix.
- **1.9.2 Attachment 2/Technical Exhibit 2 Deliverables Schedule:** See each Lake Appendix.
- **1.10 <u>SAFETY</u>:** The Contractor(s) shall comply with all pertinent sections of the U.S. Army Corps of Engineers' Safety and Health Requirements Manual, EM 385-1-1, current at the time of award, and any subsequent revisions. This manual can be found on-line at: www.usace.army.mil/usace-docs/eng-manuals/em385-1-1/toc.htm.

1.11 WORK TO BE PERFORMED:

- **TASK 1.** <u>Use Fees</u>: The Contractor will follow fee collection, credit voucher, refund, campsite reservation and remittance procedures established by the U.S. Army Corps of Engineers, Recreation Operations and Maintenance Guidance and Procedures, Chapter 9- Recreation Use Fees (EC 1130-2-550, Chapter 9) and the Corps Recreation Use Fee Program SOP. These regulations can be accessed on the web at http://corpslakes.usace.army.mil.
 - (a) <u>Use Fee Collection</u>: The Contractor is required to collect Use Fees daily, to ensure visitors have paid applicable use fees, utilizing the U.S. Army Corps of Engineers Use 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 use 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 Use 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) <u>Cash on Hand</u>: The Contractor 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 each Lake Appendix for any additional requirements.

- (d) <u>Remittance Procedures and Inspection of Use Fees</u>: All lakes require use 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.
- **TASK 2.** <u>Campsite Reservations</u>: The Contractor will comply with the Fort Worth District Camping and Reservation Policy Manual and the Lake Gate Attendant Handbook, both of which are available at the lake office. The Contractor will adhere to guidelines and procedures established under the National Recreation Reservation System (NRRS), 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.
- **TASK 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. The Contractor may be required to take advance reservations for these facilities, and also check in the reservations once they arrive in the park. The Contractor may also be required to turn on utilities at these sites in preparation for arrival of these visitors.
- **TASK 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.
- **TASK 5.** Park Inspection: The Contractor will inspect the park area and facilities a minimum number of times each day as required by each Lake Appendix. 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 (Title 36 CFR, Part 327), 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, the Contractor will record any violations of USACE rules or regulations and forward them immediately to the Lake Manager.

- **TASK 6.** <u>Visitor Assistance</u>: 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.
- TASK 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. Contact information will be available at each applicable lake office.
- **TASK 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.
- **TASK 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 each lake policy.
- **TASK 10.** Image, 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.
- **TASK 11.** Cooperation with Others: The Contractor will maintain good communications and relations with the public, other Contractors, volunteers, Corps of Engineers 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 of Engineers 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.

TASK 12. Living Area and Gatehouse Maintenance:

- (a) <u>Trailer Area Maintenance</u>: 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.
- (b) <u>Pets</u>: 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.
- (c) <u>Excessive Personal Items</u>: No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse.
- (d) Smoking: Smoking is not allowed in or within 30 feet of the gatehouse.
- (e) <u>Gatehouse Maintenance</u>: The Contractor will maintain the gatehouse in a clean, orderly and sanitary condition at all times. The Contractor will provide all equipment, tools, and supplies necessary to clean the gatehouse. Only authorized personnel are to enter the gatehouse at any time.
- (f) <u>Trash Removal</u>: Solid waste and refuse shall be deposited in a nearby trash receptacle (dumpster) furnished by the Government.
- (g) <u>Living Quarters Security</u>: 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.
- **TASK 13.** 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).
- **TASK 14.** 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.
- **TASK 15.** <u>Alcohol</u>: 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.
- TASK 16. 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.

- TASK 17. 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.
- **TASK 18.** <u>Visitors of the Contractor/Gate Attendant</u>: 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.
- TASK 19. Security Bonding (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 by furnishing 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 collectors are not a direct employee of the Government. Term of the bond is for a minimum 60 days past the Contractor'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 Task 19, 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.
- **TASK 20.** Physical Security and Key Control: See Sections 1.4.7.1 and 1.4.7.2 above.
- **1.12 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.
- **1.13 DAMAGE RESPONSIBLITY:** 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.

- **1.14 <u>LIABILITY</u>:** 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.
- **1.15 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.
- **1.16** <u>COMMUNICATIONS EQUIPMENT</u>: The Contractor may be required to operate and use radio equipment for communication with the Park Rangers and lake office. The Government will furnish radio equipment when required, and the Contractor will be trained on its use.
- **1.17 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).
- **1.18 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.
 - **1.18.1** 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 use 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 of Engineers 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 Handbook.
 - (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.
- **1.19 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.
- **1.20 <u>OTHER REQUIREMENTS</u>:** See each Lake Appendix included in this solicitation for further requirements.

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 personal information of Corps of **Engineers** employees/members public/patrons/customers (e.g., personal checks with account numbers, credit card numbers). 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.

APPENDIX - DANA PEAK PARK

STILLHOUSE HOLLOW LAKE APPENDENDIX

SUMMER GATE ATTENDANT SERVICES DANA PEAK PARK

1. **GENERAL**: See below for additional requirements.

1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>: No additional requirements.

1.2. SCOPE: No additional requirements.

1.3 PERIOD OF PERFORMANCE: Estimated deliverables for Dana Peak Park Shift A and Shift B.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Dana Peak Park Shift A Base Year (1 MAR 2017 – 30 SEP 2017)	108	1,728	1,080	864
Dana Peak Park Shift A Option Year 1 (1 MAR 2018 – 30 SEP 2018)	109	1,744	1,090	872
Dana Peak Park Shift A Option Year 2 (1 MAR 2019 – 30 SEP 2019)	109	1,744	1,090	872
Dana Peak Park Shift B Base Year (1 MAR 2017 – 30 SEP 2017)	106	1,696	1,060	848
Dana Peak Park Shift B Option Year 1 (1 MAR 2018 – 30 SEP 2018)	105	1,680	1,050	840
Dana Peak Park Shift B Option Year 2 (1 MAR 2019 – 30 SEP 2019)	105	1,680	1,050	840

1.4 GENERAL INFORMATION: See below for additional requirements.

1.4.1 Quality Control: *No additional requirements.*

1.4.2 Quality Assurance: No additional requirements.

1.4.3 Government Holidays: *No additional requirements.*

- **1.4.4 <u>Hours of Operation</u>**: 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. Contract Gate Attendant "A" positions shall begin work on the first contract day (Summer: March 1) for 4 days and are off for the next 4 days. Contract Gate Attendant "B" positions start work on the 5th day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.
 - **1.4.4.1** Shift Change: Following the shift on the 4th and 8th day, the Contractor is off-duty at park closing time and the other Contractor 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.

- **1.4.4.2** Holidays: Contractors are required to work all holidays that fall on their duty days.
- **1.4.4.3** 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. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.4** <u>Gatehouse Hours</u>: The gatehouse hours are 10:00 AM 8:00 PM seven days a week throughout the contract period, during which business transactions are conducted inside the gatehouse. Heavy use periods may require extended hours not to exceed 6:00 AM 10:00 PM. Gatehouse hours of operation changes may be made with one (1) week advance notice from the Lake Manager. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.5** <u>Availability Hours</u>: (10:00 PM 6:00 AM) during which the Contractor must be inside the park to response to unexpected events. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

1	4.4	1.6	Summary	Table:

SUMMARY TABLE								
Contractor	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	
Surveillance Hours	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	
Gate House Hours	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** <u>Place of Performance</u>: The work to be performed under this contract will be performed at Dana Peak Park on Belton Lake. The Belton/Stillhouse Hollow Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas. Facilities at Dana Peak Park include 25 campsites with water and electric hook-ups, 8 primitive tent sites, restroom with hot showers, swimming beach, picnic area, group picnic shelter, hiking trail, bike trail, equestrian trail, fishing dock and boat ramp.
- **1.4.6** Type of Contract: No additional requirements.
- **1.4.7** <u>Security Requirements</u>: See below for additional requirements.
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3** <u>Lock Combinations</u>: *No additional requirements.*
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: No additional requirements.

- **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8** Special Qualifications: Not applicable.
- **1.4.9** Pre-work Conference: Orientation for Belton and Stillhouse Hollow Lakes is held the first day of the contract from 1:00 PM 4:30 PM at the Belton Lake Office Conference Room, unless the 1st falls on a weekend then the date shall be the following Monday. Contractors will bring proof of appropriate bonding and insurance to the pre-work conference. All Contractors are required to attend at no additional cost to the government. Contract requirements and training on all facets of the Gate Attendant Program shall be covered during this meeting. Successful bidders who are new to the NRRS are encouraged to work with the current Contractor at the park to learn the system. Successful bidders may arrive up to four days in advance of the contract period for training purposes. Contractor must check with Gate Attendant Coordinator to determine site availability. The four nights of camping fees shall be waived.
 - **1.4.9.1 Training:** *No additional requirements.*
- 1.4.10 Contracting Officer Representative (COR): Not applicable.
- **1.4.11** Contractor Key Personnel: No additional requirements.
- **1.4.12** <u>Identification of Contractor Employees</u>: No additional requirements.
- **1.4.13 Contractor Travel:** *No additional requirements.*
- **1.4.14 <u>Data Rights</u>**: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** <u>Facilities</u>: No additional requirements.
- **1.5.2 Equipment:** *No additional requirements.*
- 1.5.3 Materials: The Government will also provide light bulbs and air condition filters as needed.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1** General: No additional requirements.
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. **Materials**:
 - **1.6.3.1** <u>Sustainability Requirements:</u> The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.

- **1.6.4.** <u>Temporary Living Quarters</u>: No additional requirements.
- **1.6.5.** <u>Personnel</u>: 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): No additional requirements.
- 1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:
 - **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary</u>: See TECHNICAL EXHIBIT 1.
 - **1.9.2 Technical Exhibit 2 Deliverables Schedule:** See TECHNICAL EXHIBIT 2.

1.10 SAFETY: No additional requirements.

1.11 WORK TO BE PERFORMED: See below for additional requirements.

TASK 1. Use Fees:

(a) <u>Use Fee Collection</u>: 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 Contractors at the gatehouses by a Park Ranger or contract fee collection personnel, or the Contractors 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.

- TASK 2. Campsite Reservations: No additional requirements.
- **TASK 3.** Group Shelters: If group shelters in the park are rented, Contractors will provide the group shelter gate code to the renter. Upon departure of a renter, Contractors 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.
- **TASK 4.** Camping Status: The Contractor shall keep the camper status log up to date.
- **TASK 5.** Park Inspection: The Contractor shall patrol entire park a minimum 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.

- **TASK 6.** <u>Visitor Assistance</u>: *No additional requirements.*
- **TASK 7.** <u>Disturbances</u>: No additional requirements.
- **TASK 8.** Complaints: *No additional requirements.*
- **TASK 9.** 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.
- **TASK 10.** Image, Personal Appearance and Dress: *No additional requirements.*
- **TASK 11.** Cooperation with Others: *No additional requirements.*
- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
 - (h) Government provided HVAC filters changed as needed.
 - Additional Maintenance Items: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.
- **TASK 13.** No Soliciting: No additional requirements.
- **TASK 14.** Weapons: No additional requirements.
- **TASK 15.** Alcohol: *No additional requirements.*
- **TASK 16.** Government Property: No additional requirements.
- TASK 17. Absenteeism: No additional requirements.
- **TASK 18.** Visitors of the Contractor/Gate Attendant: *No additional requirements.*
- **TASK 19.** Security Bonding (Bonding for Fee Collection): No additional requirements.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
- **TASK 21.** <u>Gate Operations</u>: All gate closings and openings shall be performed as indicated in the table below. The Contractor is solely responsible for the opening and closing of park gates at the assigned times.

The Contractor will place a combination lock on the exit gate and place a card with the combination number on any vehicle left unattended in the park. At no time will a vehicle be locked behind a gate with no means of exit.

Park Hours of Operation

Location	Open AM	Close PM	Mileage	Responsible Contractor
Dana Peak Park	6:00	10:00	N/A	Dana Peak Park
Dana Peak Park – Day Use	6:00	9:00	N/A	Dana Peak Park

TASK 22. 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. Contractors will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Belton and Stillhouse Hollow Lakes Gate Attendant Handbooks. Contractors 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 Hollow Lakes Gate Attendant Handbook will be available at the Stillhouse Hollow Lake Office for review by prospective bidders.

- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- **1.13 <u>DAMAGE RESPONSIBLITY</u>**: No additional requirements.
- **1.14 LIABILITY**: No additional requirements.
- 1.15 PERMITS/COMPLIANCE: No additional requirements.
- **1.16 <u>COMMUNICATIONS EQUIPMENT</u>**: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
- **1.17 PAYMENT FOR SERVICES:** No additional requirements.
- **1.18 TERMINATION**: No additional requirements.
- **1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT:** No additional requirements.
- **1.20 OTHER REQUIREMENTS:** No additional requirements.

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Robert Giacomozzi, Sr.
Gate Attendant Coordinator
U.S. Army Corps of Engineers
3740 FM 1670
Belton, Texas 76513
Telephone: (254) 939-2461

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Daily Reports	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-STILLHOUSE HOLLOW PAR

STILLHOUSE HOLLOW LAKE APPENDIX

SUMMER GATE ATTENDANT SERVICES STILLHOUSE HOLLOW PARK

- **1. GENERAL:** See below for additional requirements.
 - 1.1 DESCRIPTION OF SERVICES/INTRODUCTION: No additional requirements.
 - **1.2. SCOPE:** No additional requirements.

1.3 PERIOD OF PERFORMANCE: Estimated deliverables for Stillhouse Park Shift B.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Stillhouse Park Shift B Base Year (1 MAR 2017 – 30 SEP 2017)	106	1,696	1,060	848
Stillhouse Park Shift B Option Year 1 (1 MAR 2018 – 30 SEP 2018)	105	1,680	1,050	840
Stillhouse Park Shift B Option Year 2 (1 MAR 2019 – 30 SEP 2019)	105	1,680	1,050	840

- **1.4 GENERAL INFORMATION:** See below for additional requirements.
 - **1.4.1 Quality Control:** No additional requirements.
 - **1.4.2 Quality Assurance:** No additional requirements.
 - **1.4.3** Government Holidays: No additional requirements.
 - **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. Contract Gate Attendant "A" positions shall begin work on the first contract day (Summer: March 1) for 4 days and are off for the next 4 days. Contract Gate Attendant "B" positions start work on the 5th day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.
 - **1.4.4.1** Shift Change: Following the shift on the 4th and 8th day, the Contractor is off-duty at park closing time and the other Contractor 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.
 - **1.4.4.2** Holidays: Contractors are required to work all holidays that fall on their duty days.
 - **1.4.4.3** <u>Surveillance Hours</u>: 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. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

- **1.4.4.4** <u>Gatehouse Hours</u>: The gatehouse hours are 10:00 AM 8:00 PM seven days a week throughout the contract period, during which business transactions are conducted inside the gatehouse. Heavy use periods may require extended hours not to exceed 6:00 AM 10:00 PM. Gatehouse hours of operation changes may be made with one (1) week advance notice from the Lake Manager. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.5** <u>Availability Hours</u>: (10:00 PM 6:00 AM) during which the Contractor must be inside the park to response to unexpected events. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

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SUMMARY TABLE							
Contractor	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Surveillance Hours	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200
Gate House Hours	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 Stillhouse Park on Belton Lake. The Belton/Stillhouse Hollow Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas. Stillhouse Park is a day use only park. Facilities include restroom with rinse shower, swimming beach, picnic area, two group picnic shelters, boat ramp, playground, play courts and a privately-owned marina.
- **1.4.6 Type of Contract:** *No additional requirements.*
- **1.4.7** Security Requirements: See below for additional requirements.
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3** <u>Lock Combinations</u>: No additional requirements.
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*
 - 1.4.7.5 For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: No additional requirements.
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8 Special Qualifications:** Not applicable.
- **1.4.9** <u>Pre-work Conference</u>: Orientation for Belton and Stillhouse Hollow Lakes is held the first day of the contract from 1:00 PM 4:30 PM at the Belton Lake Office Conference Room, unless the 1st falls on a weekend then the date shall be the following Monday. Contractors will bring proof of appropriate bonding and insurance to the pre-work conference. All Contractors are required to attend at no additional cost to the government. Contract requirements and training on all facets of the Gate Attendant Program

shall be covered during this meeting. Successful bidders who are new to the NRRS are encouraged to work with the current Contractor at the park to learn the system. Successful bidders may arrive up to four days in advance of the contract period for training purposes. Contractor must check with Gate Attendant Coordinator to determine site availability. The four nights of camping fees shall be waived.

- **1.4.9.1 Training:** *No additional requirements.*
- **1.4.10 Contracting Officer Representative (COR):** *Not applicable.*
- **1.4.11 Contractor Key Personnel:** *No additional requirements.*
- **1.4.12 Identification of Contractor Employees:** *No additional requirements.*
- **1.4.13** Contractor Travel: No additional requirements.
- 1.4.14 Data Rights: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1 Facilities:** *No additional requirements.*
- **1.5.2 Equipment:** *No additional requirements.*
- 1.5.3 Materials: The Government will also provide light bulbs and air condition filters as needed.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1** General: No additional requirements.
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. **Materials**:
 - **1.6.3.1** <u>Sustainability Requirements</u>: The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4.** <u>Temporary Living Quarters</u>: No additional requirements.
- **1.6.5.** <u>Personnel</u>: 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): No additional requirements.

1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:

- **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary</u>: See TECHNICAL EXHIBIT 1.
- **1.9.2 Technical Exhibit 2 Deliverables Schedule:** See TECHNICAL EXHIBIT 2.

1.10 SAFETY: No additional requirements.

1.11 WORK TO BE PERFORMED: See below for additional requirements.

TASK 1. Use Fees:

(a) <u>Use Fee Collection</u>: 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 Contractors at the gatehouses by a Park Ranger or contract fee collection personnel, or the Contractors 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.

TASK 2. Campsite Reservations: *Not applicable*.

TASK 3. Group Shelters: If group shelters in the park are rented, Contractors will provide the group shelter gate code to the renter. Upon departure of a renter, Contractors 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.

TASK 4. Camping Status: Not applicable.

TASK 5. Park Inspection: The Contractor shall patrol entire park a minimum 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.

TASK 6. <u>Visitor Assistance</u>: *No additional requirements.*

TASK 7. <u>Disturbances</u>: *No additional requirements.*

TASK 8. Complaints: No additional requirements.

- **TASK 9.** 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.
- **TASK 10.** Image, Personal Appearance and Dress: No additional requirements.
- **TASK 11.** Cooperation with Others: No additional requirements.
- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
 - (h) Government provided HVAC filters changed as needed.
 - Additional Maintenance Items: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.
- **TASK 13.** No Soliciting: *No additional requirements.*
- **TASK 14.** Weapons: No additional requirements.
- **TASK 15.** Alcohol: No additional requirements.
- **TASK 16.** Government Property: No additional requirements.
- TASK 17. Absenteeism: No additional requirements.
- TASK 18. <u>Visitors of the Contractor/Gate Attendant</u>: *No additional requirements*.
- **TASK 19.** Security Bonding (Bonding for Fee Collection): *No additional requirements*.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.

TASK 21. Gate Operations: All gate closings and openings shall be performed as indicated in the table below. The Contractor is solely responsible for the opening and closing of park gates at the assigned times. The Contractor will place a combination lock on the exit gate and place a card with the combination number on any vehicle left unattended in the park. At no time will a vehicle be locked behind a gate with no means of exit.

Park Hours of Operation

Location	Open AM	Close PM	Mileage*	Responsible Contractor
Stillhouse Beach Area	6:00	9:00	N/A	Stillhouse Park
Stillhouse Entrance	6:00	9:00	N/A	Stillhouse Park
Chalk Ridge Falls Nature Area	8:00	Sunset**	12.0	Stillhouse Park

- * Mileage shown is one (1) round trip.
- ** Sunset is the sunset time published in a local newspaper.

TASK 22. 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. Contractors will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Belton and Stillhouse Hollow Lakes Gate Attendant Handbooks. Contractors 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 Hollow Lakes Gate Attendant Handbook will be available at the Stillhouse Hollow Lake Office for review by prospective bidders.

- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- 1.13 **DAMAGE RESPONSIBLITY**: No additional requirements.
- **1.14 LIABILITY:** *No additional requirements.*
- **1.15 PERMITS/COMPLIANCE**: No additional requirements.
- **1.16 COMMUNICATIONS EQUIPMENT:** 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
- **1.17 PAYMENT FOR SERVICES:** No additional requirements.
- **1.18 TERMINATION:** No additional requirements.
- 1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT: No additional requirements.
- **1.20 OTHER REQUIREMENTS:** No additional requirements.

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Robert Giacomozzi, Sr.
Gate Attendant Coordinator
U.S. Army Corps of Engineers
3740 FM 1670
Belton, Texas 76513

Telephone: (254) 939-2461

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Daily Reports	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX -TEMPLE LAKE PARK

BELTON LAKE APPENDIX

SUMMER GATE ATTENDANT SERVICES TEMPLE LAKE PARK

1. GENERAL: See below for additional requirements.

1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>: No additional requirements.

1.2. SCOPE: No additional requirements.

1.3 PERIOD OF PERFORMANCE: Estimated deliverables for Temple Lake Park Shift B.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Temple Lake Park Shift B Base Year (1 MAR 2017 – 30 SEP 2017)	106	1,696	1,060	848
Temple Lake Park Shift B Option Year 1 (1 MAR 2018 – 30 SEP 2018)	105	1,680	1,050	840
Temple Lake Park Shift B Option Year 2 (1 MAR 2019 – 30 SEP 2019)	105	1,680	1,050	840

1.4 GENERAL INFORMATION: See below for additional requirements.

1.4.1 Quality Control: No additional requirements.

1.4.2 Quality Assurance: No additional requirements.

1.4.3 Government Holidays: No additional requirements.

- **1.4.4 <u>Hours of Operation</u>:** 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. Contract Gate Attendant "A" positions shall begin work on the first contract day (Summer: March 1) for 4 days and are off for the next 4 days. Contract Gate Attendant "B" positions start work on the 5th day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.
 - **1.4.4.1** Shift Change: Following the shift on the 4th and 8th day, the Contractor is off-duty at park closing time and the other Contractor 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.
 - **1.4.4.2** <u>Holidays</u>: Contractors are required to work all holidays that fall on their duty days.
 - **1.4.4.3** <u>Surveillance Hours</u>: 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. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

- **1.4.4.4** Gatehouse Hours: The gatehouse hours are 10:00 AM 8:00 PM seven days a week throughout the contract period, during which business transactions are conducted 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 SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.5** <u>Availability Hours</u>: (10:00 PM 6:00 AM) during which the Contractor must be inside the park to response to unexpected events. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

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SUMMARY TABLE								
Contractor Mon Tues Wed Thurs Fri Sat Sun							Sun	
Surveillance Hours	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	
Gate House Hours	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** <u>Place of Performance</u>: The work to be performed under this contract will be performed at Temple Lake Park on Belton Lake. The Belton/Stillhouse Hollow Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas. Temple Lake Park is a day use only park. Facilities include restroom with rinse shower, swimming beach, picnic area, group picnic shelter, two boat ramps, playground, play courts, and a fishing dock.
- **1.4.6 Type of Contract:** *No additional requirements.*
- **1.4.7** Security Requirements: See below for additional requirements.
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** No additional requirements.
 - **1.4.7.3** <u>Lock Combinations</u>: No additional requirements.
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*
 - 1.4.7.5 For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: No additional requirements.
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8 Special Qualifications:** Not applicable.
- **1.4.9** Pre-work Conference: Orientation for Belton and Stillhouse Hollow Lakes is held the first day of the contract from 1:00 PM 4:30 PM at the Belton Lake Office Conference Room, unless the 1st falls on a weekend then the date shall be the following Monday. Contractors will bring proof of appropriate bonding and insurance to the pre-work conference. All Contractors are required to attend at no additional cost to the government. Contract requirements and training on all facets of the Gate Attendant Program

shall be covered during this meeting. Successful bidders who are new to the NRRS are encouraged to work with the current Contractor at the park to learn the system. Successful bidders may arrive up to four days in advance of the contract period for training purposes. Contractor must check with Gate Attendant Coordinator to determine site availability. The four nights of camping fees shall be waived.

- **1.4.9.1 Training:** *No additional requirements.*
- **1.4.10 Contracting Officer Representative (COR):** *Not applicable.*
- **1.4.11 Contractor Key Personnel:** *No additional requirements.*
- **1.4.12 Identification of Contractor Employees:** *No additional requirements.*
- **1.4.13** Contractor Travel: No additional requirements.
- 1.4.14 Data Rights: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1 Facilities:** *No additional requirements.*
- **1.5.2 Equipment:** *No additional requirements.*
- 1.5.3 Materials: The Government will also provide light bulbs and air condition filters as needed.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1** General: No additional requirements.
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. **Materials**:
 - **1.6.3.1** <u>Sustainability Requirements</u>: The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4.** <u>Temporary Living Quarters</u>: No additional requirements.
- **1.6.5.** <u>Personnel</u>: 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 <u>APPLICABLE PUBLICATIONS (CURRENT EDITIONS)</u>:** No additional requirements.

1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:

- **1.9.1** Attachment 1/Technical Exhibit 1 Performance Requirements Summary: See TECHNICAL EXHIBIT 1.
- **1.9.2 Technical Exhibit 2 Deliverables Schedule:** See TECHNICAL EXHIBIT 2.

1.10 SAFETY: No additional requirements.

1.11 WORK TO BE PERFORMED: See below for additional requirements.

TASK 1. Use Fees:

(a) <u>Use Fee Collection</u>: 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 Contractors at the gatehouses by a Park Ranger or contract fee collection personnel, or the Contractors 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.

TASK 2. Campsite Reservations: *Not applicable*.

TASK 3. Group Shelters: If group shelters in the park are rented, Contractors will provide the group shelter gate code to the renter. Upon departure of a renter, Contractors 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.

TASK 4. Camping Status: Not applicable.

TASK 5. Park Inspection: The Contractor shall patrol entire park a minimum 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.

TASK 6. <u>Visitor Assistance</u>: *No additional requirements.*

TASK 7. <u>Disturbances</u>: *No additional requirements.*

TASK 8. Complaints: No additional requirements.

- **TASK 9.** 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.
- **TASK 10.** Image, Personal Appearance and Dress: No additional requirements.
- **TASK 11.** Cooperation with Others: *No additional requirements.*
- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
 - (h) Government provided HVAC filters changed as needed.
 - <u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.
- **TASK 13.** No Soliciting: *No additional requirements.*
- **TASK 14.** Weapons: No additional requirements.
- **TASK 15.** Alcohol: No additional requirements.
- **TASK 16.** Government Property: No additional requirements.
- TASK 17. Absenteeism: No additional requirements.
- TASK 18. <u>Visitors of the Contractor/Gate Attendant</u>: *No additional requirements*.
- **TASK 19.** Security Bonding (Bonding for Fee Collection): *No additional requirements.*
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.

TASK 21. Gate Operations: All gate closings and openings shall be performed as indicated in the table below. The Contractor is solely responsible for the opening and closing of park gates at the assigned times. The Contractor will place a combination lock on the exit gate and place a card with the combination number on any vehicle left unattended in the park. At no time will a vehicle be locked behind a gate with no means of exit.

Park Hours of Operation

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

^{*} Mileage shown is one (1) round trip.

TASK 22. 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. Contractors will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Belton and Stillhouse Hollow Lakes Gate Attendant Handbooks. Contractors 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 Hollow Lakes Gate Attendant Handbook will be available at the Stillhouse Hollow Lake Office for review by prospective bidders.

- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- **1.13 DAMAGE RESPONSIBLITY**: No additional requirements.
- 1.14 **LIABILITY**: No additional requirements.
- **1.15 PERMITS/COMPLIANCE**: No additional requirements.
- **1.16 <u>COMMUNICATIONS EQUIPMENT</u>**: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
- **1.17 PAYMENT FOR SERVICES:** No additional requirements.
- **1.18 TERMINATION:** No additional requirements.
- 1.19 **DUTY OF CONTRACTOR TO FINISH CONTRACT:** No additional requirements.
- **1.20 OTHER REQUIREMENTS:** *No additional requirements.*

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Robert Giacomozzi, Sr.
Gate Attendant Coordinator
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3740 FM 1670
Belton, Texas 76513

Telephone: (254) 939-2461

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	Frequency # of Copies Medium/Format		Submit To	
Daily Reports	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office	
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office	
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office	

APPENDIX-WHITE FLINT PARK

BELTON LAKE APPENDIX

SUMMER GATE ATTENDANT SERVICES WHITE FLINT PARK

1. GENERAL: See below for additional requirements.

1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>: No additional requirements.

1.2. SCOPE: No additional requirements.

1.3 PERIOD OF PERFORMANCE: Estimated deliverables for White Flint Park Shift B.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
White Flint Park Shift B Base Year (1 MAR 2017 – 30 SEP 2017)	106	1,696	1,060	848
White Flint Park Shift B Option Year 1 (1 MAR 2018 – 30 SEP 2018)	105	1,680	1,050	840
White Flint Park Shift B Option Year 2 (1 MAR 2019 – 30 SEP 2019)	105	1,680	1,050	840

1.4 GENERAL INFORMATION: See below for additional requirements.

1.4.1 Quality Control: No additional requirements.

1.4.2 Quality Assurance: No additional requirements.

1.4.3 Government Holidays: No additional requirements.

- **1.4.4 <u>Hours of Operation</u>:** 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. Contract Gate Attendant "A" positions shall begin work on the first contract day (Summer: March 1) for 4 days and are off for the next 4 days. Contract Gate Attendant "B" positions start work on the 5th day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.
 - **1.4.4.1** Shift Change: Following the shift on the 4th and 8th day, the Contractor is off-duty at park closing time and the other Contractor 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.
 - **1.4.4.2** Holidays: Contractors are required to work all holidays that fall on their duty days.
 - **1.4.4.3** <u>Surveillance Hours</u>: 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. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

1.4.4.4 Gatehouse Hours: The gatehouse hours are 10:00 AM – 8:00 PM seven days a week throughout the contract period, during which business transactions are conducted 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 SUMMARY TABLE, Paragraph **1.4.4.6** below)

1.4.4.5 <u>Availability Hours</u>: (10:00 PM - 6:00 AM) during which the Contractor must be inside the park to response to unexpected events. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

1.4.4.6 Summary Table:

SUMMARY TABLE								
Contractor	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	
Surveillance Hours	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	
Gate House Hours	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 <u>Place of Performance</u>: The work to be performed under this contract will be performed at White Flint Park on Belton Lake. The Belton/Stillhouse Hollow Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas. Facilities at White Flint Park include 12 screen shelters, 13 campsites with water and electric hook-ups, restroom with hot showers, a boat ramp, and dump station. Contractors at White Flint Park operate the reservation program for White Flint and Winkler Parks at the White Flint Park gatehouse and may be required to open and close gates and make rounds in Winkler Park in the absence of a volunteer at Winkler Park or as required by the Lake Manager. A storage building is available for the Contractor's use.

1.4.6 Type of Contract: *No additional requirements.*

1.4.7 <u>Security Requirements</u>: See below for additional requirements.

1.4.7.1 Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.

1.4.7.2 Key Control: *No additional requirements.*

1.4.7.3 <u>Lock Combinations</u>: *No additional requirements.*

1.4.7.4 Access and General Protection/Security Policy and Procedures: No additional requirements.

1.4.7.5 <u>For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation:</u> *No additional requirements.*

1.4.7.6 <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*

1.4.8 Special Qualifications: Not applicable.

- **1.4.9** Pre-work Conference: Orientation for Belton and Stillhouse Hollow Lakes is held the first day of the contract from 1:00 PM 4:30 PM at the Belton Lake Office Conference Room, unless the 1st falls on a weekend then the date shall be the following Monday. Contractors will bring proof of appropriate bonding and insurance to the pre-work conference. All Contractors are required to attend at no additional cost to the government. Contract requirements and training on all facets of the Gate Attendant Program shall be covered during this meeting. Successful bidders who are new to the NRRS are encouraged to work with the current Contractor at the park to learn the system. Successful bidders may arrive up to four days in advance of the contract period for training purposes. Contractor must check with Gate Attendant Coordinator to determine site availability. The four nights of camping fees shall be waived.
 - **1.4.9.1 Training:** No additional requirements.
- **1.4.10** Contracting Officer Representative (COR): Not applicable.
- **1.4.11** Contractor Key Personnel: No additional requirements.
- **1.4.12** <u>Identification of Contractor Employees</u>: *No additional requirements.*
- **1.4.13 Contractor Travel:** *No additional requirements.*
- 1.4.14 <u>Data Rights</u>: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** <u>Facilities</u>: No additional requirements.
- **1.5.2 Equipment:** No additional requirements.
- 1.5.3 Materials: The Government will also provide light bulbs and air condition filters as needed.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1 General:** No additional requirements.
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. **Materials**:
 - **1.6.3.1** <u>Sustainability Requirements</u>: The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4. Temporary Living Quarters:** *No additional requirements.*

- **1.6.5.** <u>Personnel</u>: 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 <u>APPLICABLE PUBLICATIONS</u> (CURRENT EDITIONS):** No additional requirements.
- 1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:
 - **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary:</u> See TECHNICAL EXHIBIT 1.
 - **1.9.2 Technical Exhibit 2 Deliverables Schedule:** See TECHNICAL EXHIBIT 2.
- **1.10 SAFETY:** No additional requirements.
- **1.11 WORK TO BE PERFORMED:** See below for additional requirements.

TASK 1. Use Fees:

- (a) <u>Use Fee Collection</u>: 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 Contractors at the gatehouses by a Park Ranger or contract fee collection personnel, or the Contractors 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.
- **TASK 2.** Campsite Reservations: No additional requirements.
- **TASK 3.** Group Shelters: If group shelters in the park are rented, Contractors will provide the group shelter gate code to the renter. Upon departure of a renter, Contractors 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.
- **TASK 4.** Camping Status: The Contractor shall keep the camper status log up to date.
- TASK 5. Park Inspection: The Contractor shall patrol entire park a minimum 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.

TASK 6. <u>Visitor Assistance</u>: *No additional requirements.*

- **TASK 7.** <u>Disturbances</u>: *No additional requirements.*
- **TASK 8.** Complaints: *No additional requirements.*
- **TASK 9.** 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.
- **TASK 10.** <u>Image, Personal Appearance and Dress</u>: *No additional requirements.*
- **TASK 11.** Cooperation with Others: No additional requirements.
- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
 - (h) Government provided HVAC filters changed as needed.
 - <u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.
- TASK 13. No Soliciting: No additional requirements.
- **TASK 14.** Weapons: *No additional requirements.*
- **TASK 15.** Alcohol: *No additional requirements.*
- **TASK 16.** Government Property: No additional requirements.
- TASK 17. Absenteeism: No additional requirements.
- TASK 18. <u>Visitors of the Contractor/Gate Attendant</u>: *No additional requirements*.
- **TASK 19.** Security Bonding (Bonding for Fee Collection): *No additional requirements.*
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.

TASK 21. Gate Operations: All gate closings and openings shall be performed as indicated in the table below. The Contractor is solely responsible for the opening and closing of park gates at the assigned times. The Contractor will place a combination lock on the exit gate and place a card with the combination number on any vehicle left unattended in the park. At no time will a vehicle be locked behind a gate with no means of exit.

Park Hours of Operation

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

^{*} Mileage shown is one (1) round trip.

TASK 22. 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. Contractors will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Belton and Stillhouse Hollow Lakes Gate Attendant Handbook. Contractors 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 Hollow Lakes Gate Attendant Handbook will be available at the Stillhouse Hollow Lake Office for review by prospective bidders.

- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- **1.13 DAMAGE RESPONSIBLITY:** No additional requirements.
- **1.14 LIABILITY:** No additional requirements.
- **1.15 PERMITS/COMPLIANCE:** No additional requirements.
- **1.16** <u>COMMUNICATIONS EQUIPMENT</u>: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
- **1.17 PAYMENT FOR SERVICES:** *No additional requirements.*
- **1.18 TERMINATION:** No additional requirements.
- **1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT:** No additional requirements.
- **1.20 <u>OTHER REQUIREMENTS</u>**: No additional requirements.

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Robert Giacomozzi, Sr.
Gate Attendant Coordinator
U.S. Army Corps of Engineers
3740 FM 1670
Belton, Texas 76513

Telephone: (254) 939-2461

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Daily Reports	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	tements 1 st Business Day after End of Shift 1		Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-WILSON H. FOX PARK

GRANGER LAKE APPENDIX

SUMMER GATE ATTENDANT SERVICES WILSON H. FOX PARK

1. GENERAL: See below for additional requirements.

1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>: No additional requirements.

1.2. SCOPE: No additional requirements.

1.3 PERIOD OF PERFORMANCE: Estimated deliverables for Wilson H. Fox Park Shift B.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Wilson H. Fox Park Shift B Base Year (1 APR 2017 – 30 SEP 2017)	91	1456	910	728
Wilson H. Fox Park Shift B Option Year 1 (1 APR 2018 – 30 SEP 2018)	91	1456	910	728
Wilson H. Fox Park Shift B Option Year 2 (1 APR 2019 – 30 SEP 2019)	91	1456	910	728

1.4 GENERAL INFORMATION: See below for additional requirements.

1.4.1 Quality Control: No additional requirements.

1.4.2 Quality Assurance: *No additional requirements.*

1.4.3 Government Holidays: No additional requirements.

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 8:00 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 April and work 4 days and be off 4 days. Contractor "B" will start work on 5 April work 4 days then off 4 days. This pattern continues throughout the term of the contract. The Contractor shall be considered available for emergency duty should it be necessary to assist park visitors or 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.

1.4.4.1 Shift Change: Following the shift on the 4th and 8th day, the Contractor is off-duty at park closing time and the other Contractor 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.

- **1.4.4.2** Holidays: Contractors are required to work all holidays that fall on their duty days.
- **1.4.4.3** 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. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.4** Gatehouse Hours: The gatehouse hours are 9:00 a.m. 8:00 p.m. Sunday through Thursday and 9:00 a.m. 10:00 p.m. Friday, Saturday and holidays throughout the contract period, during which business transactions are conducted inside the gatehouse. Heavy use periods may require extended hours not to exceed 6:00 a.m. 10:00 p.m. Gatehouse hours of operation changes may be made with one (1) week advance notice from the Lake Manager. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.5** <u>Availability Hours</u>: (10:00 PM 6:00 AM) during which the Contractor must be inside the park to response to unexpected events. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

1	11	6	Summer	v Table:
Ι.	4.4.	n.	Summar	v rabie:

SUMMARY TABLE									
Contractor Mon Tues Wed Thurs Fri Sat Sun									
Surveillance Hours	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200		
Gate House Hours	0900-2000	0900-2000	0900-2000	0900-2000	0900-2200	0900-2200	0900-2000		
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 Wilson H. Fox Park at 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 shelter, 6 restrooms some with hot showers, 2 boat ramps and a dump station. A storage building is available for the Contractor's 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 a.m. and close at 9:00 p.m.
- **1.4.6** Type of Contract: No additional requirements.
- **1.4.7** Security Requirements: See below for additional requirements.
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3 Lock Combinations:** *No additional requirements.*
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*

- **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: No additional requirements.
- 1.4.7.6 <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- 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.
 - **1.4.9.1 Training:** No additional requirements.
- **1.4.10** Contracting Officer Representative (COR): Not applicable.
- **1.4.11** Contractor Key Personnel: No additional requirements.
- **1.4.12** <u>Identification of Contractor Employees</u>: *No additional requirements.*
- **1.4.13 Contractor Travel:** *No additional requirements.*
- **1.4.14 <u>Data Rights</u>**: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** <u>Facilities</u>: No additional requirements.
- **1.5.2 Equipment:** *No additional requirements.*
- 1.5.3 Materials: The Government will also provide light bulbs and air condition filters as needed.
- **1.5.4** <u>Trailer Site</u>: 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.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1 General:** *No additional requirements.*
- **1.6.2 Equipment:** *No additional requirements.*

1.6.3. Materials:

- **1.6.3.1** <u>Sustainability Requirements</u>: The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4.** <u>Temporary Living Quarters</u>: *No additional requirements.*
- **1.6.5.** <u>Personnel</u>: 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): No additional requirements.
- 1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:
 - **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary</u>: See TECHNICAL EXHIBIT 1.
 - 1.9.2 Technical Exhibit 2 Deliverables Schedule: See TECHNICAL EXHIBIT 2.
- **1.10 SAFETY:** No additional requirements.
- **1.11 WORK TO BE PERFORMED:** *See below for additional requirements.*

TASK 1. Use Fees:

- (a) <u>Use Fee Collection</u>: 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.
- **TASK 2.** Campsite Reservations: *Not applicable*.
- **TASK 3.** 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.
- **TASK 4.** Camping Status: The Contractor shall keep the camper status log up to date.

TASK 5. Park Inspection: 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.

TASK 6. <u>Visitor Assistance</u>: *No additional requirements.*

TASK 7. <u>Disturbances</u>: *No additional requirements.*

TASK 8. Complaints: *No additional requirements.*

TASK 9. 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.

TASK 10. Image, Personal Appearance and Dress: *No additional requirements.*

TASK 11. Cooperation with Others: *No additional requirements.*

TASK 12. Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
- (h) Government provided HVAC filters changed as needed.

<u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.

TASK 13. No Soliciting: No additional requirements.

TASK 14. Weapons: No additional requirements.

TASK 15. Alcohol: *No additional requirements.*

TASK 16. Government Property: No additional requirements.

TASK 17. Absenteeism: No additional requirements.

TASK 18. <u>Visitors of the Contractor/Gate Attendant</u>: No additional requirements.

- **TASK 19.** Security Bonding (Bonding for Fee Collection): No additional requirements.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
- **TASK 21.** Gate Operations: All gate closings and openings shall be performed as indicated in the table below. The Contractor is solely responsible for the opening and closing of park gates at the assigned times. At no time will a vehicle be locked behind a gate with no means of exit.

ŀ	'ark	Hours	of (Operation

Location	Open AM	Close PM
Wilson H. Fox Park	6:00	10:00

- TASK 22. 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. Contractors will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Granger Lake Gate Attendant Handbook. Contractors shall be required to sign a form indicating their understanding of these handbooks. A copy of the Capital Regional Office Gate Attendant Handbook and Granger Lake Gate Attendant Handbook will be available at the Granger Lake Office for review by prospective bidders.
- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- **1.13 DAMAGE RESPONSIBLITY:** No additional requirements.
- **1.14 LIABILITY**: No additional requirements.
- **1.15 PERMITS/COMPLIANCE**: No additional requirements.
- **1.16 <u>COMMUNICATIONS EQUIPMENT</u>**: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
- **1.17 PAYMENT FOR SERVICES:** No additional requirements.
- **1.18 TERMINATION:** No additional requirements.
- 1.19 **DUTY OF CONTRACTOR TO FINISH CONTRACT:** No additional requirements.
- **1.20 OTHER REQUIREMENTS:** No additional requirements.

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
David R. McCann
Gate Attendant Coordinator
U.S. Army Corps of Engineers
3100 Granger Dam road
Granger, Texas 76530

Telephone: (512) 859-2668

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Daily Reports	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-WILLIS CREEK PARK

GRANGER LAKE APPENDENDIX

SUMMER GATE ATTENDANT SERVICES WILLIS CREEK PARK

1. GENERAL: See below for additional requirements.

1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>: No additional requirements.

1.2. SCOPE: No additional requirements.

1.3 PERIOD OF PERFORMANCE: Estimated deliverables for Willis Creek Park Shift A and Shift B.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Willis Creek Park Shift A Base Year (1 APR 2017 – 30 SEP 2017)	92	1472	920	736
Willis Creek Park Shift A Option Year 1 (1 APR 2018 – 30 SEP 2018)	92	1472	920	736
Willis Creek Park Shift A Option Year 2 (1 APR 2019 – 30 SEP 2019)	92	1472	920	736
Willis Creek Park Shift B Base Year (1 APR 2017 – 30 SEP 2017)	91	1456	910	728
Willis Creek Park Shift B Option Year 1 (1 APR 2018 – 30 SEP 2018)	91	1456	910	728
Willis Creek Park Shift B Option Year 2 (1 APR 2019 – 30 SEP 2019)	91	1456	910	728

1.4 GENERAL INFORMATION: See below for additional requirements.

1.4.1 Quality Control: No additional requirements.

1.4.2 Quality Assurance: No additional requirements.

1.4.3 Government Holidays: No additional requirements.

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 8:00 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 April and work 4 days and be off 4 days. Contractor "B" will start

work on 5 April work 4 days then off 4 days. This pattern continues throughout the term of the contract. The Contractor shall be considered available for emergency duty should it be necessary to assist park visitors or to meet other contract specifications throughout the duration of the 4 day shift.

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

- **1.4.4.1** Shift Change: Following the shift on the 4th and 8th day, the Contractor is off-duty at park closing time and the other Contractor 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.
- 1.4.4.2 Holidays: Contractors are required to work all holidays that fall on their duty days.
- **1.4.4.3** Surveillance Hours: The park hours are 6:00 a.m. 10:00 p.m. 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. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.4** <u>Gatehouse Hours</u>: The gatehouse hours are 9:00 a.m. 8:00 p.m. Sunday through Thursday and 9:00 a.m. 10:00 p.m. Friday, Saturday and holidays throughout the contract period, during which business transactions are conducted inside the gatehouse. Heavy use periods may require extended hours not to exceed 6:00 a.m. 10:00 p.m. Gatehouse hours of operation changes may be made with one (1) week advance notice from the Lake Manager. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.5** <u>Availability Hours</u>: (10:00 p.m. 6:00 a.m.) during which the Contractor must be inside the park to response to unexpected events. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

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SUMMARY TABLE							
Contractor	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Surveillance Hours	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200
Gate House Hours	0900-2000	0900-2000	0900-2000	0900-2000	0900-2200	0900-2200	0900-2000
Availability Hours	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600

- **1.4.5** <u>Place of Performance</u>: The work to be performed under this contract will be performed at Willis Creek Park at Granger Lake. Facilities include 27 campsites with water and 20/30 electric hook-ups and four with sewer hook-ups, 10 primitive campsites, 5 picnic sites, 3 restrooms one with hot showers, boat ramp, equestrian trail, group shelter and a dump station. A shared storage building is available for the Contractor's use.
- **1.4.6** Type of Contract: No additional requirements.
- **1.4.7** <u>Security Requirements</u>: See below for additional requirements.
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.

- **1.4.7.2 Key Control:** *No additional requirements.*
- **1.4.7.3** <u>Lock Combinations</u>: *No additional requirements.*
- **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements*.
- 1.4.7.5 <u>For Contractors Who Do Not Require CAC</u>, <u>But Require Access to a DoD Facility or Installation</u>: *No additional requirements*.
- **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8 Special Qualifications:** *Not applicable.*
- **1.4.9** <u>Pre-work Conference</u>: 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.
 - **1.4.9.1 Training:** *No additional requirements.*
- **1.4.10 Contracting Officer Representative (COR):** *Not applicable.*
- 1.4.11 Contractor Key Personnel: No additional requirements.
- **1.4.12** <u>Identification of Contractor Employees</u>: *No additional requirements.*
- **1.4.13** Contractor Travel: No additional requirements.
- **1.4.14 <u>Data Rights</u>**: No additional requirements.
- **1.4.15 Organizational Conflict of Interest:** *Not applicable.*

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** Facilities: No additional requirements.
- **1.5.2** Equipment: No additional requirements.
- 1.5.3 Materials: The Government will also provide light bulbs and air condition filters as needed.
- **1.5.4** <u>Trailer Site</u>: 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.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: No additional requirements.

1.6.2 Equipment: No additional requirements.

1.6.3. Materials:

1.6.3.1 <u>Sustainability Requirements</u>: The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.

1.6.4. <u>Temporary Living Quarters</u>: No additional requirements.

1.6.5. <u>Personnel</u>: 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): No additional requirements.
- 1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:
 - **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary</u>: See TECHNICAL EXHIBIT 1.
 - 1.9.2 <u>Technical Exhibit 2 Deliverables Schedule</u>: See TECHNICAL EXHIBIT 2.

1.10 SAFETY: *No additional requirements.*

1.11 WORK TO BE PERFORMED: See below for additional requirements.

TASK 1. Use Fees:

(a) <u>Use Fee Collection</u>: 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.

TASK 2. Campsite Reservations: Not applicable.

- **TASK 3.** 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.
- **TASK 4.** Camping Status: The Contractor shall keep the camper status log up to date.
- TASK 5. Park Inspection: 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.
- **TASK 6.** Visitor Assistance: *No additional requirements.*
- TASK 7. <u>Disturbances</u>: No additional requirements.
- TASK 8. Complaints: No additional requirements.
- **TASK 9.** 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.
- **TASK 10.** Image, Personal Appearance and Dress: *No additional requirements.*
- **TASK 11.** Cooperation with Others: No additional requirements.
- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
 - (h) Government provided HVAC filters changed as needed.
 - Additional Maintenance Items: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.
- **TASK 13.** No Soliciting: No additional requirements.
- TASK 14. Weapons: No additional requirements.
- TASK 15. Alcohol: No additional requirements.

- **TASK 16.** Government Property: *No additional requirements.*
- **TASK 17.** Absenteeism: No additional requirements.
- **TASK 18.** Visitors of the Contractor/Gate Attendant: *No additional requirements.*
- **TASK 19.** Security Bonding (Bonding for Fee Collection): No additional requirements.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
- **TASK 21.** <u>Gate Operations</u>: All gate closings and openings shall be performed as indicated in the table below. The Contractor is solely responsible for the opening and closing of park gates at the assigned times. At no time will a vehicle be locked behind a gate with no means of exit.

Park Hours of Operation

Location	Open AM	Close PM
Willis Creek Park	6:00	10:00

- TASK 22. 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. Contractors will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Granger Lake Gate Attendant Handbook. Contractors shall be required to sign a form indicating their understanding of these handbooks. A copy of the Capital Regional Office Gate Attendant Handbook and Granger Lake Gate Attendant Handbook will be available at the Granger Lake Office for review by prospective bidders.
- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- **1.13 <u>DAMAGE RESPONSIBLITY</u>**: No additional requirements.
- **1.14 LIABILITY**: No additional requirements.
- **1.15 PERMITS/COMPLIANCE:** No additional requirements.
- **1.16 <u>COMMUNICATIONS EQUIPMENT</u>**: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
- **1.17 PAYMENT FOR SERVICES**: No additional requirements.
- **1.18 TERMINATION:** No additional requirements.
- 1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT: No additional requirements.
- **1.20** OTHER REQUIREMENTS: No additional requirements.

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
David R. McCann
Gate Attendant Coordinator
U.S. Army Corps of Engineers
3100 Granger Dam road
Granger, Texas 76530

Telephone: (512) 859-2668

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Daily Reports	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-RUSSELL PARK

LAKE GEORGETOWN APPENDENDIX

SUMMER GATE ATTENDANT SERVICES RUSSELL PARK

1. GENERAL: See below for additional requirements.

1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>: No additional requirements.

1.2. SCOPE: No additional requirements.

1.3 PERIOD OF PERFORMANCE: Estimated deliverables for Russell Park Shift A.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Russell Park Shift A Base Year (1 APR 2017 – 30 SEP 2017)	108	1728	1188	864
Russell Park Shift A Option Year 1 (1 APR 2018 – 30 SEP 2018)	107	1712	1177	856
Russell Park Shift A Option Year 2 (1 APR 2019 – 30 SEP 2019)	105	1680	1155	840

1.4 GENERAL INFORMATION: See below for additional requirements.

1.4.1 Quality Control: No additional requirements.

1.4.2 Quality Assurance: No additional requirements.

1.4.3 Government Holidays: No additional requirements.

- **1.4.4** Hours of Operation: Contractors are required to reside in the park and shall maintain 24-hour surveillance when on duty. Contractors will work Thursday through Sunday, and will work all of the federal holidays that fall within and outside of their four-day shift. Contractors will maintain adequate staffing of the gatehouse during the following specified park hours of operation: 9:00 a.m. to 8:00 p.m. during all assigned work days. 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. during all assigned work days. Contractor will begin work on 1 April or next Thursday following 1 April and be off duty Monday through Wednesday. This pattern continues throughout the term of the contract except during the federal holidays of Memorial Day, July 4th and Labor Day falling outside of the normal contract work period. 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.
 - **1.4.4.1** Shift Change: Following the end of shift on Sunday, the Contractor is off duty at park closing time.
 - 1.4.4.2 Holidays: Contractors are required to work all federal holidays that fall on their duty days.

- **1.4.4.3** <u>Surveillance Hours</u>: The park hours are 6:00 a.m. 10:00 p.m. 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. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.4** <u>Gatehouse Hours</u>: The gatehouse hours are 9:00 a.m. -8:00 p.m. Thursday through Sunday, during which business transactions are recommended inside the gatehouse. Heavy use periods may require extended hours not to exceed 6:00 a.m. -10:00 p.m. Gatehouse hours of operation changes may be made with one (1) week advance notice from the Lake Manager. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)
- **1.4.4.5** <u>Availability Hours</u>: From 8:00 p.m. 6:00 a.m. the Contractor must be inside the park to response to unexpected events. (See SUMMARY TABLE, Paragraph **1.4.4.6** below)

1.4.4.6 Summary Table:

SUMMARY TABLE							
Contractor	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Surveillance Hours	OFF	OFF	OFF	0600-2200	0600-2200	0600-2200	0600-2200
Gate House Hours	OFF	OFF	OFF	0900-2000	0900-2000	0900-2000	0900-2000
Availability Hours	OFF	OFF	OFF	2000-0600	2000-0600	2000-0600	2000-0600

- **1.4.5** <u>Place of Performance</u>: The work to be performed under this contract will be performed at Russell Park at Lake Georgetown, TX. Facilities include 27 non-electric sites (10 screened shelters, 17 primitive sites) for tent camping only, day use area with swim beach and 43 picnic sites, 5 group shelters (1 enclosed shelter), 5 restrooms and 1 boat ramp.
- **1.4.6** Type of Contract: No additional requirements.
- **1.4.7 Security Requirements:** *See below for additional requirements.*
- **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager. Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3 Lock Combinations:** *No additional requirements.*
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: *No additional requirements.*
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **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.
 - **1.4.9.1 Training:** No additional requirements.
- **1.4.10 Contracting Officer Representative (COR):** *Not applicable.*
- **1.4.11** Contractor Key Personnel: No additional requirements.
- **1.4.12** <u>Identification of Contractor Employees</u>: No additional requirements.
- **1.4.13 Contractor Travel:** *No additional requirements.*
- **1.4.14 <u>Data Rights</u>**: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** Facilities: No additional requirements.
- **1.5.2** Equipment: No additional requirements.
- 1.5.3 Materials: The Government will also provide light bulbs and air condition filters as needed.
- **1.5.4** <u>Trailer Site</u>: The Government provides a 20/30/50 amp electrical pedestal, water and sewage hookup at each attendant site at no cost to the Contractor. Any other utility or service shall be obtained by the Contractor. The use of these facilities is at the Contractor's risk and damage to equipment will be the sole responsibility of the Contractor. No reimbursement will be made for times of service outages.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1 General:** *No additional requirements.*
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. **Materials**:
 - **1.6.3.1** <u>Sustainability Requirements:</u> The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4. Temporary Living Quarters:** *No additional requirements.*

- **1.6.5.** <u>Personnel:</u> Minimum of two (2) person team over 21 years of age. 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.
- **1.7 CONTRACTOR MANAGEMENT REPORTING (CMR):** *Not applicable.*
- 1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): No additional requirements.

1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:

- **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary:</u> See TECHNICAL EXHIBIT 1.
- 1.9.2 <u>Technical Exhibit 2 Deliverables Schedule</u>: See TECHNICAL EXHIBIT 2.
- **1.10 SAFETY:** No additional requirements.
- **1.11 WORK TO BE PERFORMED:** *See below for additional requirements.*

TASK 1. Use Fees:

- (a) <u>Use Fee Collection</u>: The Contractor will collect all user fees for Russell Park and Tejas Camp (campers from Tejas Camp will travel to Russell Park gatehouse to pay 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.
- TASK 2. Campsite Reservations: Not applicable.
- **TASK 3.** 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.
- **TASK 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.
- TASK 5. Park Inspection: 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.

- **TASK 6.** <u>Visitor Assistance</u>: *No additional requirements.*
- TASK 7. <u>Disturbances</u>: No additional requirements.
- **TASK 8.** Complaints: No additional requirements.
- **TASK 9.** 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.
- **TASK 10.** Image, Personal Appearance and Dress: *No additional requirements.*
- **TASK 11.** Cooperation with Others: *No additional requirements.*
- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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 gatehouse trash and refuse shall be deposited in a nearby trash receptacle (dumpster) furnished by the Government at the end of each shift.
 - (h) Gate Attendant campsite area shall be kept clean and maintained by the contract Gate Attendant to a perimeter of 30 feet surrounding the campsite.

<u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.

- **TASK 13.** No Soliciting: No additional requirements.
- **TASK 14.** Weapons: *No additional requirements.*
- TASK 15. Alcohol: No additional requirements.
- **TASK 16.** Government Property: No additional requirements.
- TASK 17. Absenteeism: No additional requirements.
- **TASK 18.** Visitors of the Contractor/Gate Attendant: *No additional requirements*.
- TASK 19. Security Bonding (Bonding for Fee Collection): No additional requirements.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.

TASK 21. Gate Operations: Park entrance gates will be closed at 10:00 p.m. each night and opened at 6:00 a.m. each morning. Between 10:00 p.m. and 6:00 a.m., Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. Russell Park has after hour keypad access for registered campers only. Gate Attendants shall operate automatic gate arms as required by the Lake Manager. Additional gate operations may be added as needed at the direction of the Lake Manager.

Park Hours of Operation

Location	Open AM	Close PM	
Russell Park	6:00	10:00	

TASK 22. 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. Contractors will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Lake Georgetown Gate Attendant Handbook. Contractors shall be required to sign a form indicating their understanding of these handbooks. A copy of the Capital Regional Office Gate Attendant Handbook and Lake Georgetown Gate Attendant Handbook will be available at the Lake Georgetown Office for review by prospective bidders.

- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- **1.13 DAMAGE RESPONSIBLITY:** No additional requirements.
- **1.14 LIABILITY:** No additional requirements.
- **1.15 PERMITS/COMPLIANCE:** No additional requirements.
- **1.16** COMMUNICATIONS EQUIPMENT: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
- **1.17 PAYMENT FOR SERVICES:** No additional requirements.
- **1.18 TERMINATION:** No additional requirements.
- **1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT:** No additional requirements.
- **1.20 OTHER REQUIREMENTS:** No additional requirements.

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award

Brad Arldt Gate Attendant Coordinator U.S. Army Corps of Engineers 500 Lake Overlook Drive Georgetown, Texas 78633 Telephone: (512) 819-9046

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Daily Reports	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-CANYON PARK

CANYON LAKE APPENDIX

SUMMER GATE ATTENDANT SERVICES CANYON PARK

- **1. GENERAL:** See below for additional requirements.
 - **1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>**: No additional requirements.
 - **1.2. SCOPE**: No additional requirements.
 - **1.3 PERIOD OF PERFORMANCE:** Estimated deliverables for Canyon Park.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Canyon Park Shift A Base Year (1 APR 2017 – 24 SEP 2017)	89	1246	1246	890
Canyon Park Shift A Option Year 1 (1 APR 2018 – 23 SEP 2018)	88	1232	1232	880
Canyon Park Shift B Base Year Only (1 APR 2017 – 24 SEP 2017)	88	1232	1232	880

- **1.4 GENERAL INFORMATION:** See below for additional requirements.
 - **1.4.1 Quality Control:** *No additional requirements.*
 - **1.4.2 Quality Assurance:** No additional requirements.
 - **1.4.3** Government Holidays: No additional requirements.
 - **1.4.4** Hours of Operation: The Contractor will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all holidays that fall within their four day shift. Twenty-four hour shifts begin at 10 pm each night and end at 10 pm the following night. Peak usage for day use parks is 2 pm to sunset on Fridays, 12 pm to sunset Saturdays and Sundays, and from open to close on holidays. Contractors will maintain adequate staffing of the gatehouse during the park operating hours. Contractor "A" will begin work on 1 April and work 4 days. Contractor "B" will start work on 5 April and work 4 days. This pattern continues throughout the term of the contract.

Contractor	Monday - Sunday
Canyon Park Surveillance Hours Gate House Hours Availability Hours	2 hours a day 8 am – 10 pm 10 pm – 8 am

- **1.4.5** <u>Place of Performance</u>: The work to be performed under this contract will be performed at Canyon Park at Canyon Lake. Canyon Park is a primitive tent camping only park located approximately 19 miles northwest of I-35 and New Braunfels, TX, just off FM 306. There are 155 primitive sites, 3 group shelters, and 1 boat ramp. This park is popular with families. Gatehouse (without restroom facilities) is located less than 300 feet from Contractor pad sites. A portable toilet is supplied by the government near the gatehouse for use by Contractors. The Government provides a 20-30-50 amp electrical, water and sewage hook-up at each Contractor RV site.
- **1.4.6** Type of Contract: No additional requirements.
- **1.4.7** <u>Security Requirements</u>: See below for additional requirements.
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3** <u>Lock Combinations</u>: No additional requirements.
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: *No additional requirements.*
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8 Special Qualifications:** *Not applicable.*
- **1.4.9** <u>Pre-work Conference</u>: The Contractor will be required to attend a pre-work conference at no additional cost to the Government to be conducted by the Lake Manager or their representative, at the Canyon Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this Lake Appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.
 - **1.4.9.1 Training:** *No additional requirements.*
- **1.4.10** Contracting Officer Representative (COR): Not applicable.
- **1.4.11** Contractor Key Personnel: No additional requirements.
- **1.4.12 Identification of Contractor Employees:** *No additional requirements.*
- **1.4.13** Contractor Travel: No additional requirements.
- 1.4.14 Data Rights: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** <u>Facilities</u>: No additional requirements.
- **1.5.2** Equipment: No additional requirements.
- **1.5.3** <u>Materials</u>: The Government will also provide light bulbs, air condition filters, receipt paper for the cash register, stapler and staples as deemed necessary as needed. The Government <u>WILL NOT</u> provide tape or markers.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor. We <u>**DO NOT**</u> allow mail to be delivered to the office or to the parks. Contractor must rent a post office box at the Post Office in Sattler (the Canyon Lake Post Office).

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1** General: No additional requirements.
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. Materials:
 - **1.6.3.1** <u>Sustainability Requirements:</u> The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4.** <u>Temporary Living Quarters</u>: No additional requirements.
- **1.6.5.** Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift. Due to the nature of duties required for Contractors at any gatehouse, and in order to make sure that Contractors and their team member get adequate rest and down time away from the gatehouse, the second team member for any Contractor cannot be on a contract at another lake. Also, the Contractors and team member cannot be on the contract at the same shift in a different park. On a case by case basis, we may allow both shifts in the park to be covered by a single couple IF we determine the couple is capable of doing the job without interruption in the quality of service to the customer. The park is very busy on Friday, Saturday, Sunday, and Holidays with less business weekdays. The gate attendant will be responsible for maintaining adequate coverage on holidays and weekends and for making sure the shift is covered in the event of any personal emergency.
- 1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.
- 1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): No additional requirements.
- 1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:
 - **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary</u>: See TECHNICAL EXHIBIT 1.
 - **1.9.2** <u>Technical Exhibit 2 Deliverables Schedule</u>: See TECHNICAL EXHIBIT 2.

1.10 SAFETY: No additional requirements.

1.11 WORK TO BE PERFORMED: See below for additional requirements.

TASK 1. Use Fees:

(a) <u>Use Fee Collection</u>: 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 cash register. Canyon Lake no longer has a Fee Collector. The Gate Attendant Contractor will be responsible for converting all cash into money order or cashier check and dropping the money, receipts, and fee remittance forms in a safe located in the Canyon Lake Project Office (located at the dam) before noon (12:00 pm) the first business day after their shift has ended. If the day is a holiday, then the money will be turned in the first day the Canyon Lake Project Office is open. The Contractor will be responsible for converting cash into a money order or cashier check at no cost to the Government. The Contractor will prepare, balance and sign fee collection documents. In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.

TASK 2. Campsite Reservations: No additional requirements.

TASK 3. Group Shelters: Only Canyon Park currently has Group Shelters open. The gate attendant will be responsible for unlocking the group shelters upon payment of shelter fees, turning on the electricity and water to the shelters. When the group checks out, the gate attendant will make note of any problems, turn off the water and electricity and secure the gates to the area. Problems will be reported to the Ranger on duty.

TASK 4. Camping Status: The Contractor shall keep the camper status log up to date. This may mean more inspections than normal will be needed to make sure that campers are using the sites they paid for and not occupying other sites.

TASK 5. Park Inspection: The Contractor shall inspect the park a minimum of four (4) times a day. However, Canyon Park may require hourly park inspections to make sure campers are not using sites they are not supposed to occupy. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep an inspection report. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager.

TASK 6. <u>Visitor Assistance</u>: *No additional requirements.*

TASK 7. <u>Disturbances</u>: No additional requirements.

TASK 8. Complaints: No additional requirements.

TASK 9. 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.

TASK 10. Image, Personal Appearance and Dress: No additional requirements.

TASK 11. Cooperation with Others: No additional requirements.

- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
 - (h) Government provided HVAC filters changed as needed.
 - <u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.
- **TASK 13.** No Soliciting: *No additional requirements.*
- **TASK 14.** Weapons: No additional requirements.
- **TASK 15.** Alcohol: No additional requirements.
- **TASK 16.** Government Property: *No additional requirements.*
- TASK 17. Absenteeism: No additional requirements.
- **TASK 18.** Visitors of the Contractor/Gate Attendant: *No additional requirements*.
- **TASK 19.** Security Bonding (Bonding for Fee Collection): *No additional requirements*.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
- **TASK 21.** <u>Gate Operations</u>: Park entrance gates will be open and closed according to park hours. Canyon Park opens at 8 am and closes at 10 pm each night.

Park Hours of Operation

Location	Open AM	Close PM
Canyon Park	8:00	10:00

- **TASK 22.** Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include, but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Canyon Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Canyon Lake Gate Attendant Handbook.
- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- **1.13 DAMAGE RESPONSIBLITY**: No additional requirements.

- **1.14 LIABILITY:** *No additional requirements.*
- **1.15 PERMITS/COMPLIANCE:** No additional requirements.
- **1.16** <u>COMMUNICATIONS EQUIPMENT</u>: A telephone shall be provided at each gatehouse for official business use. The gatehouse telephone shall be answered by the Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited. The phone number will not be given out to the public or as your personal phone number.
- **1.17 PAYMENT FOR SERVICES:** No additional requirements.
- **1.18 TERMINATION:** No additional requirements.
- **1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT:** No additional requirements.
- **1.20 OTHER REQUIREMENTS:** No additional requirements.
- **1.21** <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Terri Beth Teaschner
Gate Attendant Coordinator
U.S. Army Corps of Engineers
601 C.O.E. Road
Canyon Lake, Texas 78133

Telephone: (830) 964-3341

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Receipts	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-CANYON PARK

CANYON LAKE APPENDENDIX

SUMMER GATE ATTENDANT SERVICES CANYON PARK

- **1. GENERAL:** See below for additional requirements.
 - **1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>**: No additional requirements.
 - **1.2. SCOPE**: No additional requirements.
 - **1.3 PERIOD OF PERFORMANCE:** Estimated deliverables for Canyon Park.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Canyon Park Shift A Base Year (1 APR 2017 – 24 SEP 2017)	89	1246	1246	890
Canyon Park Shift A Option Year 1 (1 APR 2018 – 23 SEP 2018)	88	1232	1232	880
Canyon Park Shift B Base Year Only (1 APR 2017 – 24 SEP 2017)	88	1232	1232	880

- **1.4 GENERAL INFORMATION:** See below for additional requirements.
 - **1.4.1 Quality Control:** No additional requirements.
 - **1.4.2 Quality Assurance:** No additional requirements.
 - **1.4.3 Government Holidays:** *No additional requirements.*
 - **1.4.4** Hours of Operation: The Contractor will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all holidays that fall within their four day shift. Twenty-four hour shifts begin at 10 pm each night and end at 10 pm the following night. Peak usage for day use parks is 2 pm to sunset on Fridays, 12 pm to sunset Saturdays and Sundays, and from open to close on holidays. Contractors will maintain adequate staffing of the gatehouse during the park operating hours. Contractor "A" will begin work on 1 April and work 4 days. Contractor "B" will start work on 5 April and work 4 days. This pattern continues throughout the term of the contract.

Contractor	Monday - Sunday
Canyon Park	
Surveillance Hours	2 hours a day
Gate House Hours	8 am – 10 pm
Availability Hours	10 pm - 8 am
_	•

- **1.4.5** <u>Place of Performance</u>: The work to be performed under this contract will be performed at Canyon Park at Canyon Lake. Canyon Park is a primitive tent camping only park located approximately 19 miles northwest of I-35 and New Braunfels, TX, just off FM 306. There are 155 primitive sites, 3 group shelters, and 1 boat ramp. This park is popular with families. Gatehouse (without restroom facilities) is located less than 300 feet from Contractor pad sites. A portable toilet is supplied by the government near the gatehouse for use by Contractors. The Government provides a 20-30-50 amp electrical, water and sewage hook-up at each Contractor RV site.
- **1.4.6** Type of Contract: No additional requirements.
- **1.4.7** <u>Security Requirements</u>: See below for additional requirements.
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3** <u>Lock Combinations</u>: No additional requirements.
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: *No additional requirements.*
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8 Special Qualifications:** *Not applicable.*
- **1.4.9** <u>Pre-work Conference</u>: The Contractor will be required to attend a pre-work conference at no additional cost to the Government to be conducted by the Lake Manager or their representative, at the Canyon Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this Lake Appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.
 - **1.4.9.1 Training:** *No additional requirements.*
- **1.4.10** Contracting Officer Representative (COR): Not applicable.
- **1.4.11** Contractor Key Personnel: No additional requirements.
- **1.4.12 Identification of Contractor Employees:** *No additional requirements.*
- **1.4.13** Contractor Travel: No additional requirements.
- 1.4.14 Data Rights: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** <u>Facilities</u>: No additional requirements.
- **1.5.2** Equipment: No additional requirements.
- **1.5.3** <u>Materials</u>: The Government will also provide light bulbs, air condition filters, receipt paper for the cash register, stapler and staples as deemed necessary as needed. The Government <u>WILL NOT</u> provide tape or markers.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor. We <u>**DO NOT**</u> allow mail to be delivered to the office or to the parks. Contractor must rent a post office box at the Post Office in Sattler (the Canyon Lake Post Office).

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1** General: No additional requirements.
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. **Materials**:
 - **1.6.3.1** <u>Sustainability Requirements:</u> The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4.** <u>Temporary Living Quarters</u>: No additional requirements.
- **1.6.5.** <u>Personnel</u>: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift. Due to the nature of duties required for Contractors at any gatehouse, and in order to make sure that Contractors and their team member get adequate rest and down time away from the gatehouse, the second team member for any Contractor cannot be on a contract at another lake. Also, the Contractors and team member cannot be on the contract at the same shift in a different park. On a case by case basis, we may allow both shifts in the park to be covered by a single couple IF we determine the couple is capable of doing the job without interruption in the quality of service to the customer. The park is very busy on Friday, Saturday, Sunday, and Holidays with less business weekdays. The gate attendant will be responsible for maintaining adequate coverage on holidays and weekends and for making sure the shift is covered in the event of any personal emergency.
- **1.7 CONTRACTOR MANAGEMENT REPORTING (CMR):** *Not applicable.*
- 1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): No additional requirements.
- 1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:
 - **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary</u>: See TECHNICAL EXHIBIT 1.
 - **1.9.2** <u>Technical Exhibit 2 Deliverables Schedule</u>: See TECHNICAL EXHIBIT 2.

1.10 SAFETY: No additional requirements.

1.11 WORK TO BE PERFORMED: See below for additional requirements.

TASK 1. Use Fees:

(a) <u>Use Fee Collection</u>: 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 cash register. Canyon Lake no longer has a Fee Collector. The Gate Attendant Contractor will be responsible for converting all cash into money order or cashier check and dropping the money, receipts, and fee remittance forms in a safe located in the Canyon Lake Project Office (located at the dam) before noon (12:00 pm) the first business day after their shift has ended. If the day is a holiday, then the money will be turned in the first day the Canyon Lake Project Office is open. The Contractor will be responsible for converting cash into a money order or cashier check at no cost to the Government. The Contractor will prepare, balance and sign fee collection documents. In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.

TASK 2. Campsite Reservations: No additional requirements.

TASK 3. Group Shelters: Only Canyon Park currently has Group Shelters open. The gate attendant will be responsible for unlocking the group shelters upon payment of shelter fees, turning on the electricity and water to the shelters. When the group checks out, the gate attendant will make note of any problems, turn off the water and electricity and secure the gates to the area. Problems will be reported to the Ranger on duty.

TASK 4. Camping Status: The Contractor shall keep the camper status log up to date. This may mean more inspections than normal will be needed to make sure that campers are using the sites they paid for and not occupying other sites.

TASK 5. Park Inspection: The Contractor shall inspect the park a minimum of four (4) times a day. However, Canyon Park may require hourly park inspections to make sure campers are not using sites they are not supposed to occupy. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep an inspection report. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager.

TASK 6. Visitor Assistance: *No additional requirements.*

TASK 7. <u>Disturbances</u>: No additional requirements.

TASK 8. Complaints: No additional requirements.

TASK 9. 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.

TASK 10. Image, Personal Appearance and Dress: No additional requirements.

TASK 11. Cooperation with Others: No additional requirements.

- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
 - (h) Government provided HVAC filters changed as needed.

<u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.

- **TASK 13.** No Soliciting: *No additional requirements.*
- **TASK 14.** Weapons: No additional requirements.
- TASK 15. Alcohol: No additional requirements.
- **TASK 16.** Government Property: *No additional requirements.*
- **TASK 17.** Absenteeism: No additional requirements.
- **TASK 18.** <u>Visitors of the Contractor/Gate Attendant</u>: *No additional requirements.*
- **TASK 19.** Security Bonding (Bonding for Fee Collection): *No additional requirements*.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
- **TASK 21.** <u>Gate Operations</u>: Park entrance gates will be open and closed according to park hours. Canyon Park opens at 8 am and closes at 10 pm each night.

Park Hours of Operation

Location	Open AM	Close PM
Canyon Park	8:00	10:00

- **TASK 22.** Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include, but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Canyon Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Canyon Lake Gate Attendant Handbook.
- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- 1.13 **DAMAGE RESPONSIBLITY**: No additional requirements.

- **1.14 LIABILITY:** *No additional requirements.*
- **1.15 PERMITS/COMPLIANCE:** No additional requirements.
- **1.16** <u>COMMUNICATIONS EQUIPMENT</u>: A telephone shall be provided at each gatehouse for official business use. The gatehouse telephone shall be answered by the Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited. The phone number will not be given out to the public or as your personal phone number.
- **1.17 PAYMENT FOR SERVICES:** No additional requirements.
- **1.18 TERMINATION:** No additional requirements.
- **1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT:** No additional requirements.
- **1.20 OTHER REQUIREMENTS:** No additional requirements.
- **1.21** <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award

Terri Beth Teaschner Gate Attendant Coordinator U.S. Army Corps of Engineers 601 C.O.E. Road Canyon Lake, Texas 78133 Telephone: (830) 964-3341

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Receipts	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-CANYON BEACH PARK

CANYON LAKE APPENDENDIX

SUMMER GATE ATTENDANT SERVICES CANYON BEACH

- **1. GENERAL:** See below for additional requirements.
 - **1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>**: No additional requirements.
 - **1.2. SCOPE**: No additional requirements.
 - **1.3 PERIOD OF PERFORMANCE:** Estimated deliverables for Canyon Beach.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Canyon Beach Shift A Base Year (1 APR 2017 – 24 SEP 2017)	89	754	754	1382
Canyon Beach Shift A Option Year 1 (1 APR 2018 – 23 SEP 2018)	88	787	787	1325
Canyon Beach Shift B Base Year Only (1 APR 2017 – 24 SEP 2017)	88	787	787	1325

- **1.4 GENERAL INFORMATION:** See below for additional requirements.
 - **1.4.1 Quality Control:** No additional requirements.
 - **1.4.2 Quality Assurance:** No additional requirements.
 - **1.4.3** Government Holidays: No additional requirements.
 - **1.4.4** Hours of Operation: The Contractor will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all holidays that fall within their four day shift. Twenty-four hour shifts begin at 10 pm each night and end at 10 pm the following night. Peak usage for day use parks is 2 pm to sunset on Fridays, 12 pm to sunset Saturdays and Sundays, and from open to close on holidays. Contractors will maintain adequate staffing of the gatehouse during the park operating hours. Contractor "A" will begin work on 1 April and work 4 days. Contractor "B" will start work on 5 April and work 4 days. This pattern continues throughout the term of the contract.

Contractor	Monday - Sunday
Canyon Beach	
Surveillance Hours	2 hours a day
Gate House Hours	1 pm – Sunset Monday–Friday
Availability Hours	8 am to Sunset – Saturday, Sunday, Holidays Sunset – 8 am

- **1.4.5** <u>Place of Performance</u>: The work to be performed under this contract will be performed at Canyon Beach at Canyon Lake. Canyon Beach is a day-use only park located 19 miles northwest of I-35 and New Braunfels, TX, just off FM 306. Canyon Beach has a developed swimming beach, 13 picnic sites and 200 parking spaces. A portable toilet is supplied by the Government near the gatehouse for use by Contractors. There are no RV sites at this park for gate attendants. Gate attendant RV sites are located off-site. Sites designated for gate attendants is North Park or at the Project Office, approximately 12 miles one way.
- **1.4.6** Type of Contract: No additional requirements.
- **1.4.7 Security Requirements:** *See below for additional requirements.*
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3** <u>Lock Combinations</u>: No additional requirements.
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: *No additional requirements.*
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8** Special Qualifications: Not applicable.
- **1.4.9** <u>Pre-work Conference</u>: The Contractor will be required to attend a pre-work conference at no additional cost to the Government to be conducted by the Lake Manager or their representative, at the Canyon Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this Lake Appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.
 - **1.4.9.1 Training:** *No additional requirements.*
- **1.4.10** Contracting Officer Representative (COR): Not applicable.
- **1.4.11 Contractor Key Personnel:** No additional requirements.
- **1.4.12 Identification of Contractor Employees:** *No additional requirements.*
- **1.4.13** Contractor Travel: No additional requirements.
- 1.4.14 Data Rights: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 <u>Facilities</u>: No additional requirements.

1.5.2 Equipment: No additional requirements.

1.5.3 <u>Materials</u>: The Government will also provide light bulbs, air condition filters, receipt paper for the cash register, stapler and staples as deemed necessary as needed. The Government <u>WILL NOT</u> provide tape or markers.

1.5.4 <u>Trailer Site</u>: Due to the nature of Canyon Beach being Flood Prone, we do not have RV sites for the Contractors in Canyon Beach. There are 2 pad sites at the project office, approximately 12 miles away (one-way). The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor. We <u>**DO NOT**</u> allow mail to be delivered to the office or to the parks. Contractor must rent a post office box at the Post Office in Sattler (the Canyon Lake Post Office).

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: No additional requirements.

1.6.2 Equipment: No additional requirements.

1.6.3. Materials:

1.6.3.1 <u>Sustainability Requirements</u>: The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.

1.6.4. Temporary Living Quarters: No additional requirements.

1.6.5. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift. Due to the nature of duties required for Contractors at any gatehouse, and in order to make sure that Contractors and their team member get adequate rest and down time away from the gatehouse, the second team member for any Contractor may not already have another contract for the gate attendant position at the same, or any other, park at Canyon Lake. Canyon Beach is the only exception. The second team member on the contract may be the second team member on the other Canyon Beach (shift) Contract, but cannot be the second team member on any other contract at any other park. This is due to the limited number of hours worked in the park Monday-Friday. We will also consider one (1) person per contract at Canyon Beach due to the limited hours of operation on Monday-Friday. The gate attendant will be responsible for maintaining adequate coverage on holidays and weekends.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): No additional requirements.

1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:

- **1.9.1** Attachment 1/Technical Exhibit 1 Performance Requirements Summary: See TECHNICAL EXHIBIT 1.
- 1.9.2 <u>Technical Exhibit 2 Deliverables Schedule</u>: See TECHNICAL EXHIBIT 2.
- **1.10 SAFETY:** No additional requirements.
- **1.11 WORK TO BE PERFORMED:** *See below for additional requirements.*

TASK 1. Use Fees:

(a) <u>Use Fee Collection</u>: 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 cash register. Canyon Lake no longer has a Fee Collector. The Gate Attendant Contractor will be responsible for converting all cash into money order or cashier check and dropping the money, receipts, and fee remittance forms in a safe located in the Canyon Lake Project Office (located at the dam) before noon (12:00 pm) the first business day after their shift has ended. If the day is a holiday, then the money will be turned in the first day the Canyon Lake Project Office is open. The Contractor will be responsible for converting cash into a money order or cashier check at no cost to the Government. The Contractor will prepare, balance and sign fee collection documents. In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.

TASK 2. Campsite Reservations: No additional requirements.

TASK 3. Group Shelters: Not Applicable.

TASK 4. Camping Status: Not Applicable.

TASK 5. Park Inspection: The Contractor shall inspect the park a minimum of four (4) times a day. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep an inspection report. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager.

TASK 6. <u>Visitor Assistance</u>: *No additional requirements.*

TASK 7. <u>Disturbances</u>: No additional requirements.

TASK 8. Complaints: No additional requirements.

TASK 9. Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

- TASK 10. Image, Personal Appearance and Dress: No additional requirements.
- TASK 11. Cooperation with Others: No additional requirements.

TASK 12. Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
- (h) Government provided HVAC filters changed as needed.

<u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.

- **TASK 13.** No Soliciting: No additional requirements.
- TASK 14. Weapons: No additional requirements.
- TASK 15. Alcohol: No additional requirements.
- **TASK 16.** Government Property: No additional requirements.
- TASK 17. Absenteeism: No additional requirements.
- **TASK 18.** Visitors of the Contractor/Gate Attendant: No additional requirements.
- **TASK 19.** Security Bonding (Bonding for Fee Collection): No additional requirements.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.

TASK 21. Gate Operations: Park entrance gates will be open and closed according to park hours. Canyon Beach opens at 8 am on Saturday, Sunday, and holidays and closes at sunset. Monday-Friday (unless it is a holiday) the park opens at 1 pm and closes at sunset.

Park Hours of Operation

Location	Open	Close
Canyon Beach (Mondays- Fridays)	1:00 PM	Sunset
Canyon Beach (Saturdays, Sundays and Holidays	8:00 AM	Sunset

TASK 22. Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include, but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Canyon Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Canyon Lake Gate Attendant Handbook.

- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- **1.13 DAMAGE RESPONSIBLITY:** No additional requirements.
- **1.14 LIABILITY**: No additional requirements.
- 1.15 PERMITS/COMPLIANCE: No additional requirements.
- **1.16** COMMUNICATIONS EQUIPMENT: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
- **1.17 PAYMENT FOR SERVICES:** No additional requirements.
- **1.18 TERMINATION:** *No additional requirements.*
- 1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT: No additional requirements.
- **1.20 <u>OTHER REQUIREMENTS</u>**: No additional requirements.
- **1.21** <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period
Daisy Ciarlariello
Contracting Specialist
Telephone: (817) 886-1051
E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Terri Beth Teaschner
Gate Attendant Coordinator
U.S. Army Corps of Engineers
601 C.O.E. Road
Canyon Lake, Texas 78133

Canyon Lake, Texas 78133 Telephone: (830) 964-3341

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Receipts	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-CRANES MILL PARK

CANYON LAKE APPENDENDIX

SUMMER GATE ATTENDANT SERVICES CRANES MILL PARK

- **1. GENERAL:** See below for additional requirements.
 - **1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>**: No additional requirements.
 - **1.2. SCOPE**: No additional requirements.
 - **1.3 PERIOD OF PERFORMANCE:** Estimated deliverables for Cranes Mill Park.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Cranes Mill Park Shift A Base Year (1 APR 2017 – 30 SEP 2017)	92	1288	1288	920
Cranes Mill Park Shift A Option Year 1 (1 APR 2018 – 30 SEP 2018)	92	1288	1288	920
Cranes Mill Park Shift B Base Year Only (1 APR 2017 – 30 SEP 2017)	91	1274	1274	910

- **1.4 GENERAL INFORMATION:** See below for additional requirements.
 - **1.4.1 Quality Control:** No additional requirements.
 - **1.4.2 Quality Assurance:** No additional requirements.
 - **1.4.3 Government Holidays:** *No additional requirements.*
 - **1.4.4** Hours of Operation: The Contractor will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all holidays that fall within their four day shift. Twenty-four hour shifts begin at 10 pm each night and end at 10 pm the following night. Peak usage for day use parks is 2 pm to sunset on Fridays, 12 pm to sunset Saturdays and Sundays, and from open to close on holidays. Contractors will maintain adequate staffing of the gatehouse during the park operating hours. Contractor "A" will begin work on 1 April and work 4 days. Contractor "B" will start work on 5 April and work 4 days. This pattern continues throughout the term of the contract.

Contractor	Monday - Sunday
Cranes Mill Park	
Surveillance Hours	2 hours a day
Gate House Hours	8 am – 10 pm
Availability Hours	10 pm - 8 am
_	*

- **1.4.5** <u>Place of Performance</u>: The work to be performed under this contract will be performed at Canyon Park at Canyon Lake. Cranes Mill Park is a camping only park located approximately 27 miles northwest of I-35 and New Braunfels, TX, just off FM 2673. This park has 30 RV, 35 only tent sites, and a boat ramp. A Crappie Dock is located just prior to the park gatehouse complex. The park has a fishing pier, restrooms with showers and flush toilets, and a boat ramp. Gatehouse is located across the street from gate attendant pad site. The gatehouse is equipped with central heat and air conditioning and restroom facilities. The Government provides 20-30-50 amp electrical, water and sewage hook-up at each Contractor RV site. No mail is delivered to the parks, a post office box will need to be rented from the Canyon Lake Post Office.
- **1.4.6 Type of Contract:** *No additional requirements.*
- **1.4.7** Security Requirements: See below for additional requirements.
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3** <u>Lock Combinations</u>: No additional requirements.
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements*.
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: *No additional requirements.*
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8 Special Qualifications:** *Not applicable.*
- **1.4.9** <u>Pre-work Conference</u>: The Contractor will be required to attend a pre-work conference at no additional cost to the Government to be conducted by the Lake Manager or their representative, at the Canyon Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this Lake Appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.
 - **1.4.9.1** <u>Training:</u> No additional requirements.
- **1.4.10** Contracting Officer Representative (COR): Not applicable.
- **1.4.11 Contractor Key Personnel:** No additional requirements.
- **1.4.12** <u>Identification of Contractor Employees</u>: No additional requirements.
- **1.4.13 Contractor Travel:** *No additional requirements.*
- **1.4.14 <u>Data Rights</u>**: No additional requirements.
- 1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** <u>Facilities</u>: No additional requirements.
- **1.5.2** Equipment: No additional requirements.
- **1.5.3** <u>Materials</u>: The Government will also provide light bulbs, air condition filters, receipt paper for the cash register, stapler and staples as deemed necessary as needed. The Government <u>WILL NOT</u> provide tape or markers.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor. We <u>**DO NOT**</u> allow mail to be delivered to the office or to the parks. Contractor must rent a post office box at the Post Office in Sattler (the Canyon Lake Post Office).

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1** General: No additional requirements.
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. Materials:
 - **1.6.3.1** <u>Sustainability Requirements:</u> The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4.** <u>Temporary Living Quarters</u>: No additional requirements.
- **1.6.5.** Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift. Due to the nature of duties required for Contractors at any gatehouse, and in order to make sure that Contractors and their team member get adequate rest and down time away from the gatehouse, the second team member for any Contractor cannot be on a contract at another lake. Also, the Contractors and team member cannot be on the contract at the same shift in a different park. Camping parks are very busy on Friday, Saturday, Sunday, and Holidays with less business weekdays. The gate attendant will be responsible for maintaining adequate coverage on holidays and weekends and for making sure the shift is covered in the event of any personal emergency.
- 1.7 **CONTRACTOR MANAGEMENT REPORTING (CMR):** Not applicable.
- **1.8 <u>APPLICABLE PUBLICATIONS (CURRENT EDITIONS)</u>:** No additional requirements.
- 1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:
 - **1.9.1** Attachment 1/Technical Exhibit 1 Performance Requirements Summary: See TECHNICAL EXHIBIT 1.
 - **1.9.2 Technical Exhibit 2 Deliverables Schedule:** See TECHNICAL EXHIBIT 2.
- **1.10 SAFETY:** No additional requirements.

1.11 WORK TO BE PERFORMED: *See below for additional requirements.*

TASK 1. Use Fees:

(a) <u>Use Fee Collection</u>: 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), and Outdoor Recreation Management System (ORMS) software. Canyon Lake no longer has a Fee Collector. The gate attendant contractor will be responsible for converting all cash into money order or cashier check and dropping the money, receipts, and fee remittance forms in a safe located in the Canyon Lake Project Office (located at the dam) before noon (12:00 pm) the first business day after their shift has ended. If the day is a holiday, then the money will be turned in the first day the project office is open. The contractor will be responsible for converting cash into a money order or cashier check at no cost to the government. The Contractor will prepare, balance and sign fee collection documents. In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.

TASK 2. Campsite Reservations: No additional requirements.

TASK 3. Group Shelters: No Group Shelters are available in Cranes Mill Park.

TASK 4. Camping Status: The Contractor shall keep the camper status log up to date.

TASK 5. Park Inspection: The Contractor shall inspect the park a minimum of four (4) times a day. However, during busy times with a lot of check ins and check outs, rounds may need to be made more often to ensure campers due out have left the park so that incoming reservations can be checked 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. The Contractor shall keep an inspection report. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager.

TASK 6. <u>Visitor Assistance</u>: *No additional requirements.*

TASK 7. <u>Disturbances</u>: No additional requirements.

TASK 8. Complaints: No additional requirements.

TASK 9. Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

TASK 10. Image, Personal Appearance and Dress: No additional requirements.

TASK 11. Cooperation with Others: No additional requirements.

TASK 12. Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
- (h) Government provided HVAC filters changed as needed.

<u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.

- **TASK 13.** No Soliciting: *No additional requirements.*
- TASK 14. Weapons: No additional requirements.
- **TASK 15.** Alcohol: No additional requirements.
- **TASK 16.** Government Property: *No additional requirements.*
- TASK 17. Absenteeism: No additional requirements.
- TASK 18. <u>Visitors of the Contractor/Gate Attendant</u>: *No additional requirements*.
- **TASK 19.** Security Bonding (Bonding for Fee Collection): *No additional requirements.*
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
- **TASK 21.** Gate Operations: Park entrance gates will be open and closed according to park hours. Cranes Mill gates open at 8 am and close at 10 pm each night. Additional, Cranes Mill gate attendants will be responsible for opening the gate to the outside Crappie Dock at 8 am and closing it at sunset, if the area is open.

Park Hours of Operation

Location	Open AM	Close PM	Mileage
Cranes Mill Park	8:00	10:00	N/A

- **TASK 22.** Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include, but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Canyon Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Canyon Lake Gate Attendant Handbook.
- **1.12 GENERAL LIABILITY AND OTHER INSURANCE:** No additional requirements.
- **1.13 <u>DAMAGE RESPONSIBLITY</u>**: No additional requirements.
- **1.14 LIABILITY:** No additional requirements.
- **1.15 PERMITS/COMPLIANCE:** *No additional requirements.*

1.16 <u>COMMUNICATIONS EQUIPMENT</u>: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited. The phone number will not be given out to the public or as your personal phone number.

1.17 PAYMENT FOR SERVICES: No additional requirements.

1.18 TERMINATION: No additional requirements.

1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT: No additional requirements.

1.20 OTHER REQUIREMENTS: No additional requirements.

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Terri Beth Teaschner
Gate Attendant Coordinator
U.S. Army Corps of Engineers
601 C.O.E. Road
Canyon Lake, Texas 78133

Telephone: (830) 964-3341

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Receipts	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX - COMAL PARK

CANYON LAKE APPENDIX

SUMMER GATE ATTENDANT SERVICES COMAL PARK

- **1. GENERAL:** See below for additional requirements.
 - **1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>**: No additional requirements.
 - **1.2. SCOPE**: No additional requirements.
 - **1.3 PERIOD OF PERFORMANCE:** Estimated deliverables for Comal Park.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Comal Park Shift A Base Year (1 APR 2017 – 24 SEP 2017)	89	1069	1069	1067
Comal Park Shift A Option Year 1 (1 APR 2018 – 23 SEP 2018)	88	1059	1059	1053
Comal Park Shift B Base Year Only (1 APR 2017 – 24 SEP 2017)	88	1059	1059	1053

- **1.4 GENERAL INFORMATION:** See below for additional requirements.
 - **1.4.1 Quality Control:** No additional requirements.
 - **1.4.2 Quality Assurance:** No additional requirements.
 - **1.4.3** Government Holidays: No additional requirements.
 - **1.4.4** Hours of Operation: The Contractor will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all holidays that fall within their four day shift. Twenty-four hour shifts begin at 10 pm each night and end at 10 pm the following night. Peak usage for day use parks is 2 pm to sunset on Fridays, 12 pm to sunset Saturdays and Sundays, and from open to close on holidays. Contractors will maintain adequate staffing of the gatehouse during the park operating hours. Contractor "A" will begin work on 1 April and work 4 days. Contractor "B" will start work on 5 April and work 4 days. This pattern continues throughout the term of the contract.

Contractor	Monday - Sunday
Comal Park	
Surveillance Hours	2 hours a day
Gate House Hours	8 am – Sunset
Availability Hours	Sunset – 8 am
,	

- **1.4.5** <u>Place of Performance</u>: The work to be performed under this contract will be performed at Comal Park at Canyon Lake. Comal Park is a day-use only park located approximately 24 miles northwest of I-35 and New Braunfels off of FM 2673. Comal Park has a swim beach, playground, 2 boat ramps, 55 picnic sites, and restrooms with flush toilets. One Contractor's pad site is located approximately 200 feet from the gatehouse. The other pad site is located approximately ¼ of a mile from the gate house within the confines of the park. The gatehouse is equipped with central heat and air conditioning and restroom facilities. The Government provides 20-30-50 amp electrical, water and sewage hook-up at each Contractor RV site. There is no mail delivery, so a post office box must be set up at the Canyon Lake Post Office. No delivery to the park or office.
- **1.4.6 Type of Contract:** *No additional requirements.*
- **1.4.7 Security Requirements:** See below for additional requirements.
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3** <u>Lock Combinations</u>: No additional requirements.
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements*.
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: *No additional requirements.*
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8 Special Qualifications:** Not applicable.
- **1.4.9** <u>Pre-work Conference</u>: The Contractor will be required to attend a pre-work conference at no additional cost to the Government to be conducted by the Lake Manager or their representative, at the Canyon Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this Lake Appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.
 - **1.4.9.1** <u>Training:</u> No additional requirements.
- **1.4.10** Contracting Officer Representative (COR): Not applicable.
- **1.4.11 Contractor Key Personnel:** No additional requirements.
- **1.4.12** <u>Identification of Contractor Employees</u>: No additional requirements.
- **1.4.13 Contractor Travel:** *No additional requirements.*
- **1.4.14 <u>Data Rights</u>**: No additional requirements.
- 1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1 Facilities:** *No additional requirements.*
- **1.5.2** Equipment: No additional requirements.
- **1.5.3** <u>Materials</u>: The Government will also provide light bulbs, air condition filters, receipt paper for the cash register, stapler and staples as deemed necessary as needed. The Government <u>WILL NOT</u> provide tape or markers.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor. We <u>**DO NOT**</u> allow mail to be delivered to the office or to the parks. Contractor must rent a post office box at the Post Office in Sattler (the Canyon Lake Post Office).

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1** General: No additional requirements.
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. **Materials**:
 - **1.6.3.1** <u>Sustainability Requirements:</u> The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4.** <u>Temporary Living Quarters</u>: No additional requirements.
- **1.6.5.** <u>Personnel</u>: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift. Due to the nature of duties required for Contractors at any gatehouse, and in order to make sure that Contractors and their team member get adequate rest and down time away from the gatehouse, the second team member for any Contractor may <u>not</u> already have another contract for the Gate Attendant position at the same, or any other, park at Canyon Lake. The Contractor will be responsible for maintaining adequate coverage on holidays and weekends.
- 1.7 **CONTRACTOR MANAGEMENT REPORTING (CMR):** Not applicable.
- **1.8 <u>APPLICABLE PUBLICATIONS</u>** (CURRENT EDITIONS): No additional requirements.
- 1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:
 - **1.9.1** Attachment 1/Technical Exhibit 1 Performance Requirements Summary: See TECHNICAL EXHIBIT 1.
 - **1.9.2** <u>Technical Exhibit 2 Deliverables Schedule</u>: See TECHNICAL EXHIBIT 2.
- **1.10 SAFETY:** No additional requirements.

1.11 WORK TO BE PERFORMED: See below for additional requirements.

TASK 1. Use Fees:

- (a) <u>Use Fee Collection</u>: 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 cash register. Canyon Lake no longer has a Fee Collector. The Gate Attendant Contractor will be responsible for converting all cash into money order or cashier check and dropping the money, receipts, and fee remittance forms in a safe located in the Canyon Lake Project Office (located at the dam) before noon (12:00 pm) the first business day after their shift has ended. If the day is a holiday, then the money will be turned in the first day the Canyon Lake Project Office is open. The Contractor will be responsible for converting cash into a money order or cashier check at no cost to the Government. The Contractor will prepare, balance and sign fee collection documents. In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.
- **TASK 2.** Campsite Reservations: *No additional requirements.*
- **TASK 3.** Group Shelters: Comal Park does not have any Group Shelters.
- TASK 4. Camping Status: Not applicable.
- **TASK 5.** Park Inspection: The Contractor shall inspect the park a minimum of four (4) times a day. The Contractor shall inform park visitors of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep an inspection report. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager.
- **TASK 6.** <u>Visitor Assistance</u>: *No additional requirements.*
- **TASK 7.** Disturbances: *No additional requirements.*
- **TASK 8.** Complaints: No additional requirements.
- **TASK 9.** Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.
- **TASK 10.** <u>Image, Personal Appearance and Dress</u>: *No additional requirements.*
- **TASK 11.** Cooperation with Others: *No additional requirements.*
- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
- (h) Government provided HVAC filters changed as needed.

<u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.

- **TASK 13.** No Soliciting: *No additional requirements.*
- **TASK 14.** Weapons: No additional requirements.
- TASK 15. Alcohol: No additional requirements.
- **TASK 16.** Government Property: No additional requirements.
- **TASK 17.** Absenteeism: *No additional requirements.*
- TASK 18. <u>Visitors of the Contractor/Gate Attendant</u>: *No additional requirements*.
- TASK 19. Security Bonding (Bonding for Fee Collection): No additional requirements.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
- **TASK 21.** Gate Operations: Park entrance gates will be open and closed according to park hours. Comal Park opens at 8 am and closes at sunset each day.

Park Hours of Operation

Location Open AM		Close PM	Mileage
Comal Park	8:00	Sunset	N/A

- **TASK 22.** Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include, but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Canyon Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Canyon Lake Gate Attendant Handbook.
- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- **1.13 DAMAGE RESPONSIBLITY**: No additional requirements.
- **1.14 LIABILITY**: No additional requirements.
- 1.15 PERMITS/COMPLIANCE: No additional requirements.

1.16 <u>COMMUNICATIONS EQUIPMENT</u>: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited. The phone number will not be given out to the public or as your personal phone number.

1.17 PAYMENT FOR SERVICES: No additional requirements.

1.18 TERMINATION: No additional requirements.

1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT: No additional requirements.

1.20 OTHER REQUIREMENTS: No additional requirements.

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Terri Beth Teaschner
Gate Attendant Coordinator
U.S. Army Corps of Engineers
601 C.O.E. Road
Canyon Lake, Texas 78133

Telephone: (830) 964-3341

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Receipts	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-POTTERS CREEK PARK

CANYON LAKE APPENDIX

SUMMER GATE ATTENDANT SERVICES POTTERS CREEK PARK

- **1. GENERAL:** See below for additional requirements.
 - **1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>**: No additional requirements.
 - **1.2. SCOPE**: No additional requirements.

1.3 PERIOD OF PERFORMANCE: Estimated deliverables for Potters Creek Park.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
Potters Creek Park Shift A Base Year (1 APR 2017 – 30 SEP 2017)	92	1288	1288	920
Potters Creek Park Shift A Option Year 1 (1 APR 2018 – 30 SEP 2018)	92	1288	1288	920
Potters Creek Park Shift B Base Year Only (1 APR 2017 – 30 SEP 2017)	91	1274	1274	910

- **1.4 GENERAL INFORMATION:** See below for additional requirements.
 - **1.4.1 Quality Control:** No additional requirements.
 - **1.4.2 Quality Assurance:** *No additional requirements.*
 - **1.4.3** Government Holidays: No additional requirements.
 - **1.4.4** Hours of Operation: The Contractor will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all holidays that fall within their four day shift. Twenty-four hour shifts begin at 10 pm each night and end at 10 pm the following night. Peak usage is 2 pm to 10 pm on Fridays, 12 pm to 6 pm Saturdays and Sundays, and from open to close on holidays. Contractors will maintain adequate staffing of the gatehouse during the park operating hours of 8 am to 10 pm. Contractors will maintain adequate staffing on site in the park during the rest of the shift from 10 pm to 8 am. Contractors will maintain adequate staffing of the gatehouse during the park operating hours. Contractor "A" will begin work on 1 April and work 4 days. Contractor "B" will start work on 5 April and work 4 days. This pattern continues throughout the term of the contract.

Contractor	Monday - Sunday
Potters Creek Park	
Surveillance Hours	2 hours a day
Gate House Hours	8 am – 10 pm
Availability Hours	10 pm - 8 am
	•

- **1.4.5** Place of Performance: The work to be performed under this contract will be performed at Potters Creek Park at Canyon Lake. Potters Creek Park is a camping only park located approximately 24 miles northwest of I-35 and New Braunfels, TX, off FM 306. This park normally has 131 camp sites and 7 shelters, but the Memorial Day Weekend Flood of 2015 destroyed much of the park. Currently only Loop 1 (32 RV sites) is operational. We are not sure when additional camping loops will be brought back on line. There is a possibility that up to 100 more sites could be back online sometime this summer, but unknown if or when that will occur. As we repair sites, more of the park will be put into operation. Gatehouse is located across the street from gate attendant pad site. The gatehouse is equipped with central heat and air conditioning and restroom facilities. The Government provides a 20-30-50 amp electrical, water and sewage hook-up at each Contractor RV site.
- **1.4.6** Type of Contract: No additional requirements.
- **1.4.7 Security Requirements:** *See below for additional requirements.*
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3 Lock Combinations:** *No additional requirements.*
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: No additional requirements.
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8** Special Qualifications: Not applicable.
- **1.4.9** <u>Pre-work Conference</u>: The Contractor will be required to attend a pre-work conference at no additional cost to the Government to be conducted by the Lake Manager or their representative, at the Canyon Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this Lake Appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.

- **1.4.9.1 Training:** *No additional requirements.*
- **1.4.10** Contracting Officer Representative (COR): Not applicable.
- **1.4.11 Contractor Key Personnel:** *No additional requirements.*
- **1.4.12 Identification of Contractor Employees:** *No additional requirements.*
- **1.4.13 Contractor Travel:** *No additional requirements.*
- **1.4.14 <u>Data Rights</u>**: No additional requirements.
- **1.4.15** Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** Facilities: No additional requirements.
- **1.5.2 Equipment:** No additional requirements.
- **1.5.3** <u>Materials</u>: The Government will also provide light bulbs, air condition filters, receipt paper for the cash register, stapler and staples as deemed necessary as needed. The Government <u>WILL NOT</u> provide tape or markers.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor. We <u>**DO NOT**</u> allow mail to be delivered to the office or to the parks. Contractor must rent a post office box at the Post Office in Sattler (the Canyon Lake Post Office).

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1** General: No additional requirements.
- **1.6.2 Equipment:** No additional requirements.
- 1.6.3. Materials:
 - **1.6.3.1** <u>Sustainability Requirements</u>: The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4. Temporary Living Quarters:** *No additional requirements.*
- **1.6.5.** <u>Personnel</u>: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift. Due to the nature of duties required for Contractors at any gatehouse, and in order to make sure that Contractors and their team member get adequate rest and down time away from the gatehouse, the second team member for any Contractor cannot be on a contract at another lake. Also, the Contractors and team member cannot be on the contract at the same shift in a different park. Camping parks are very busy on Friday, Saturday, Sunday, and Holidays with less business weekdays. The gate

attendant will be responsible for maintaining adequate coverage on holidays and weekends and for making sure the shift is covered in the event of any personal emergency.

- 1.7 **CONTRACTOR MANAGEMENT REPORTING (CMR):** Not applicable.
- 1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): No additional requirements.
- 1.9 <u>ATTACHMENT/TECHNICAL EXHIBIT LIST</u>:
 - **1.9.1** <u>Attachment 1/Technical Exhibit 1 Performance Requirements Summary</u>: See TECHNICAL EXHIBIT 1.
 - 1.9.2 <u>Technical Exhibit 2 Deliverables Schedule</u>: See TECHNICAL EXHIBIT 2.
- **1.10 SAFETY:** *No additional requirements.*
- **1.11 WORK TO BE PERFORMED:** See below for additional requirements.

TASK 1. Use Fees:

- (a) <u>Use Fee Collection</u>: 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), and Outdoor Recreation Management System (ORMS) software. Canyon Lake no longer has a Fee Collector. The gate attendant contractor will be responsible for converting all cash into money order or cashier check and dropping the money, receipts, and fee remittance forms in a safe located in the Canyon Lake Project Office (located at the dam) before noon (12:00 pm) the first business day after their shift has ended. If the day is a holiday, then the money will be turned in the first day the project office is open. The contractor will be responsible for converting cash into a money order or cashier check at no cost to the government. The Contractor will prepare, balance and sign fee collection documents. In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.
- **TASK 2.** Campsite Reservations: No additional requirements.
- **TASK 3.** Group Shelters: No group shelters are available at this time in Potters Creek Park due to the flooding. If repairs are made, the group pavilion and group sites may reopen.
- **TASK 4.** Camping Status: The Contractor shall keep the camper status log up to date.
- **TASK 5.** Park Inspection: The Contractor shall inspect the park a minimum of four (4) times a day. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep an inspection report. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager.
- **TASK 6.** <u>Visitor Assistance</u>: *No additional requirements.*
- **TASK 7.** <u>Disturbances</u>: No additional requirements.
- **TASK 8.** Complaints: *No additional requirements.*

- **TASK 9.** Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.
- TASK 10. Image, Personal Appearance and Dress: No additional requirements.
- **TASK 11.** Cooperation with Others: *No additional requirements.*
- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
 - (h) Government provided HVAC filters changed as needed.
 - <u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.
- **TASK 13.** No Soliciting: *No additional requirements.*
- **TASK 14.** Weapons: No additional requirements.
- **TASK 15.** Alcohol: No additional requirements.
- **TASK 16.** Government Property: No additional requirements.
- TASK 17. Absenteeism: No additional requirements.
- TASK 18. <u>Visitors of the Contractor/Gate Attendant</u>: *No additional requirements*.
- **TASK 19.** Security Bonding (Bonding for Fee Collection): *No additional requirements*.
- **TASK 20.** Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
- **TASK 21.** Gate Operations: Park entrance gates will be opened and closed according to park hours. Potters Creek opens at 8 am and closes at 10 pm each night.

Park Hours of Operation

	Turk Hours of Operation					
Location	Open AM	Close PM	Mileage*			
Potters Creek Park	8:00	10:00	N/A			

TASK 22. Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include, but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Canyon Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Canyon Lake Gate Attendant Handbook.

- 1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.
- 1.13 **DAMAGE RESPONSIBLITY**: No additional requirements.
- **1.14 LIABILITY**: No additional requirements.
- 1.15 PERMITS/COMPLIANCE: No additional requirements.
- **1.16 COMMUNICATIONS EQUIPMENT:** 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited. The phone number will not be given out to the public or as your personal phone number.
- **1.17 PAYMENT FOR SERVICES:** No additional requirements.
- **1.18 TERMINATION:** No additional requirements.
- 1.19 **DUTY OF CONTRACTOR TO FINISH CONTRACT:** No additional requirements.
- **1.20 OTHER REQUIREMENTS:** No additional requirements.
- **1.21** <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Terri Beth Teaschner
Gate Attendant Coordinator
U.S. Army Corps of Engineers
601 C.O.E. Road
Canyon Lake, Texas 78133

Telephone: (830) 964-3341

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Receipts	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

APPENDIX-CANYON NORTH PARK

CANYON LAKE APPENDIX

SUMMER GATE ATTENDANT SERVICES NORTH PARK

- **1. GENERAL:** See below for additional requirements.
 - **1.1 <u>DESCRIPTION OF SERVICES/INTRODUCTION</u>**: No additional requirements.
 - **1.2. SCOPE**: No additional requirements.

1.3 PERIOD OF PERFORMANCE: Estimated deliverables for North Park.

Position	Number Days	Surveillance Hours	Gate House Hours	Availability Hours
North Park Base Year (1 APR 2017 – 24 SEP 2017)	79	1027	1027	869
North Park Option Year 1 (1 APR 2018 – 23 SEP 2018)	77	1001	1001	847

- **1.4 GENERAL INFORMATION:** See below for additional requirements.
 - **1.4.1 Quality Control:** *No additional requirements.*
 - **1.4.2 Quality Assurance:** *No additional requirements.*
 - **1.4.3 Government Holidays:** *No additional requirements.*
 - **1.4.4 Hours of Operation:** North Park is run differently from other parks on Canyon Lake. North Park is only open Friday, Saturday, and closes at 2 pm on Sunday. Additionally, on the weekends of Memorial Day and Labor Day, the park operates Sunday till 10 pm and closes at 2 pm on Monday. Twenty-four hour shifts begin at 10 pm each night and end at 10 pm the following night. Peak usage is usually at 9 am on Friday mornings until about Noon. Saturdays are busy all day long. Contractors will maintain adequate staffing of the gatehouse during the park operating hours of 9 am to 10 pm. Contractors will maintain adequate staffing on site in the park during the rest of the shift from 10 pm to 9 am.

Contractor	Monday - Sunday
North Park	
Surveillance Hours	2 hours a day
Gate House Hours	9 am – 10 pm Friday, Saturday and Sunday ONLY,
	plus holidays
Availability Hours	10 pm – 9 am
_	

- **1.4.5** Place of Performance: The work to be performed under this contract will be performed at North Park at Canyon Lake. North Park is a primitive camping park located approximately 2 miles west of FM 306 on the north side of the lake. North Park contains 19 campsites. This park is very popular with SCUBA divers. The park entrance gatehouse is located across the street from the Contractors' pad sites. Park entrance gatehouse contains air conditioning and heat, but no restroom facilities. The Government provides a 20-30-50 amp electrical, water and sewage hook-up at each Contractor RV site.
- **1.4.6 Type of Contract:** *No additional requirements.*
- **1.4.7 Security Requirements:** *See below for additional requirements.*
 - **1.4.7.1** Physical Security: Only Contract Gate Attendants, Volunteers, Law Enforcement, and other USACE authorized personnel are allowed in the gatehouse. Doors must remain closed and locked at all times. No campers or visitors are allowed in the gatehouse without prior approval of Gate Attendant Coordinator or Lake Manager.
 - **1.4.7.2 Key Control:** *No additional requirements.*
 - **1.4.7.3** <u>Lock Combinations</u>: No additional requirements.
 - **1.4.7.4** <u>Access and General Protection/Security Policy and Procedures</u>: *No additional requirements.*
 - **1.4.7.5** For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: *No additional requirements.*
 - **1.4.7.6** <u>Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)</u>: *No additional requirements.*
- **1.4.8 Special Qualifications:** *Not applicable.*
- **1.4.9** <u>Pre-work Conference</u>: The Contractor will be required to attend a pre-work conference at no additional cost to the Government to be conducted by the Lake Manager or their representative, at the Canyon Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this Lake Appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.
 - **1.4.9.1 Training:** *No additional requirements.*
- **1.4.10 Contracting Officer Representative (COR):** *Not applicable.*
- **1.4.11** Contractor Key Personnel: No additional requirements.
- **1.4.12** <u>Identification of Contractor Employees</u>: *No additional requirements.*
- **1.4.13** Contractor Travel: No additional requirements.
- **1.4.14 <u>Data Rights</u>**: No additional requirements.
- **1.4.15 Organizational Conflict of Interest:** *Not applicable.*

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

- **1.5.1** <u>Facilities</u>: No additional requirements.
- **1.5.2** Equipment: No additional requirements.
- **1.5.3** <u>Materials</u>: The Government will also provide light bulbs, air condition filters, receipt paper for the cash register, stapler and staples as deemed necessary as needed. The Government <u>WILL NOT</u> provide tape or markers.
- **1.5.4** <u>Trailer Site</u>: The Government shall provide a 20/30/50 amp electrical pedestal, water and sewage hook-up at each Contract Gate Attendant site at no cost to the Contractor. Any other utility or service shall be obtained by to the Contractor. We <u>**DO NOT**</u> allow mail to be delivered to the office or to the parks. Contractor must rent a post office box at the Post Office in Sattler (the Canyon Lake Post Office).

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

- **1.6.1** General: No additional requirements.
- **1.6.2** Equipment: No additional requirements.
- 1.6.3. Materials:
 - **1.6.3.1** <u>Sustainability Requirements</u>: The Contractor shall use recycled-content paper products and trash bags which meet the recycled content requirements set forth by EPA as appropriate. Information and list of designated products may be found at http://www.gsa.gov/portal/content/105366. Cleaning supplies shall meet biobased content requirements set forth by USDA as appropriate. Information and list of designated products may be found at http://www.biopreferred.gov/BioPreferred/.
- **1.6.4.** <u>Temporary Living Quarters</u>: No additional requirements.
- **1.6.5.** <u>Personnel</u>: Normally, a 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. We will consider a one (1) person team at North Park due to the limited days operated and the low number of campsites operated. Also, the Contractor (and team member) cannot be on the contract in a different park. The gate attendant will be responsible for maintaining adequate coverage on holidays and weekends and for making sure the shift is covered in the event of any personal emergency.
- 1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.
- 1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): No additional requirements.
- 1.9 <u>ATTACHMENT/TECHNICAL EXHIBIT LIST</u>:
 - **1.9.1** Attachment 1/Technical Exhibit 1 Performance Requirements Summary: See TECHNICAL EXHIBIT 1.
 - 1.9.2 <u>Technical Exhibit 2 Deliverables Schedule</u>: See TECHNICAL EXHIBIT 2.
- **1.10 SAFETY:** No additional requirements.
- **1.11 WORK TO BE PERFORMED:** See below for additional requirements.

TASK 1. Use Fees:

- (a) <u>Use Fee Collection</u>: 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 cash register. Canyon Lake no longer has a Fee Collector. The Gate Attendant Contractor will be responsible for converting all cash into money order or cashier check and dropping the money, receipts, and fee remittance forms in a safe located in the Canyon Lake Project Office (located at the dam) before noon (12:00 pm) the first business day after their shift has ended. If the day is a holiday, then the money will be turned in the first day the Canyon Lake Project Office is open. The Contractor will be responsible for converting cash into a money order or cashier check at no cost to the Government. The Contractor will prepare, balance and sign fee collection documents. In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.
- **TASK 2.** Campsite Reservations: No additional requirements.
- **TASK 3.** Group Shelters: There are no Group Shelters in North Park.
- TASK 4. Camping Status: The Contractor shall keep the camper status log up to date.
- **TASK 5.** Park Inspection: The Contractor shall inspect the park a minimum of four (4) times a day. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep an inspection report. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager.
- **TASK 6.** <u>Visitor Assistance</u>: *No additional requirements.*
- **TASK 7.** <u>Disturbances</u>: *No additional requirements.*
- **TASK 8.** Complaints: *No additional requirements.*
- **TASK 9.** Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.
- **TASK 10.** Image, Personal Appearance and Dress: No additional requirements.
- TASK 11. Cooperation with Others: No additional requirements.
- **TASK 12.** Living Area and Gatehouse Maintenance: The gatehouse will be thoroughly cleaned using Contractor provided equipment, tools, supplies and materials necessary to do so 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
 - (h) Government provided HVAC filters changed as needed.

<u>Additional Maintenance Items</u>: The Contractor shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by Lake Manager or designated representative using Government provided water hoses and sprinklers.

TASK 13. No Soliciting: No additional requirements.

TASK 14. Weapons: No additional requirements.

TASK 15. Alcohol: *No additional requirements.*

TASK 16. Government Property: *No additional requirements.*

TASK 17. Absenteeism: No additional requirements.

TASK 18. Visitors of the Contractor/Gate Attendant: *No additional requirements*.

TASK 19. Security Bonding (Bonding for Fee Collection): No additional requirements.

TASK 20. Physical Security and Key Control: The gatehouse shall be **kept locked at all times** for the security of the Contractor and Government Property. The Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.

TASK 21. Gate Operations: Park entrance gates will be open and closed according to park hours. North Park is only open Friday, Saturday, Sunday and certain specified Holidays. The park opens at 9 am and closes at 10 pm. On Sunday, the Gate Attendant will make sure campers are out of the park at 2 pm and will close the park. On Memorial Day and Labor Day Weekends, the park will close at 2 pm on Monday instead of 2 pm on Sunday. The North Park Gate Attendant is considered on duty until 10 pm Sunday night or 10 pm of Memorial Day and Labor Day. However, once the park is closed at 2 pm on Sunday or the specified Monday, the gate attendant can go to their camper.

Park Hours of Operation

Location	Open AM	Close PM	Mileage
North Park	9:00	10:00	N/A

TASK 22. Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include, but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Canyon Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Canyon Lake Gate Attendant Handbook.

1.12 GENERAL LIABILITY AND OTHER INSURANCE: No additional requirements.

1.13 DAMAGE RESPONSIBLITY: No additional requirements.

1.14 LIABILITY: No additional requirements.

1.15 PERMITS/COMPLIANCE: No additional requirements.

1.16 <u>COMMUNICATIONS EQUIPMENT</u>: 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 Contractor on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited. The phone number will not be given out to the public or as the Contractors personal phone number.

1.17 PAYMENT FOR SERVICES: No additional requirements.

1.18 TERMINATION: No additional requirements.

1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT: No additional requirements.

1.20 OTHER REQUIREMENTS: No additional requirements.

1.21 <u>ADDITIONAL INFORMATION</u>: Prospective bidders not familiar with the job sites are encouraged to visit the project before submitting a bid. For additional information contact:

During Solicitation and Pre-award Period

Daisy Ciarlariello Contracting Specialist Telephone: (817) 886-1051

E-mail: daisy.ciarlariello@usace.army.mil

After Contract Award
Terri Beth Teaschner
Gate Attendant Coordinator
U.S. Army Corps of Engineers
601 C.O.E. Road
Canyon Lake, Texas 78133

Telephone: (830) 964-3341

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)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The Contractor shall collect User Fees. SWF PWS and Lake Appendix 1.11 Task 1: Use Fees.	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
PRS # 2 The Contractor shall operate park entrance and exit gates. SWF PWS and Lake Appendix 1.11 Task 21: Gate Operations.	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
PRS # 3 The Contractor shall inspect parks. Park Inspections. SWF PWS and Lake Appendix 1.11 Task 5: Park Inspection.	The Contractor completed daily inspections during contract specified times.	Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS 1.11 Task 11: Cooperation with Others.	The Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

TECHNICAL EXHIBIT 2 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/Format	Submit To
Receipts	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Financial Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office
Deposit Statements	1 st Business Day after End of Shift	1 original	Hard Copy	Lake Office

FORT WORTH DISTRICT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1 INTRODUCTION

This Quality Assurance (QA) 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 QA Representative (GQAR) will use in ensuring the required performance standards or services levels are achieved by the Contractor.

1.1 Purpose

- **1.1.1** The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and to ensure that the Government pays only for the level of services received.
- **1.1.2** This QASP defines the roles and responsibilities of all members of the Integrated Project Team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes QA documentation requirements, and describes the analysis of QA monitoring results.

1.2 Performance Management Approach

- 1.2.1 The PWS structures the acquisition around "what" service or quality level is required, as opposed to "how" the Contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by the Government to monitor and manage the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.
- 1.2.2 Performance management represents a significant shift from the more traditional QA concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the Contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

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

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

2 ROLES AND RESPONSIBILITIES

2.1 <u>KO</u>

The KO is responsible for monitoring contract compliance, contract administration, and cost control and for resolving performance issues with Contractor. The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also assure that the Contractor receives impartial, fair, and equitable treatment under this contract. The KO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

2.2 Lake Manager

The Lake Manager 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 Lake Manager's responsibilities include:

- Designate QA persons for Government
- Document Daily Reports, safety and inspections for contract compliance
- Conduct pre-work conference and assure performance of the contract requirements.

2.3 GQAR

GQAR is responsible for the following:

- Conduct surveillance of ongoing contract work.
- Provide review of submittals to Lake Manager.
- Review Activity Hazard Analysis (AHA) 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.
- Monitor ongoing work for environmental considerations

2.4 <u>Identification of Required Performance Standards/Quality Levels</u>

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

3 METHODOLOGIES TO MONITOR PERFORMANCE

3.1 Surveillance Techniques

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

- 100% Inspection Each month, GQAR shall review the use fee documentation.
- Unscheduled Inspections by the GQAR.
- Observation of Contractor's daily activities and progress will be conducted by Government 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.
- Contract will be monitored using 100% QA (use fee program) and using GQAR in coordination with the Contractor's Quality Control Representative (CQCR). CQCR daily report provided to the GQAR each work day. This does not mean GQAR team has to be there continuously, but that Government will provide almost continuous monitoring of the work and verification that the completed work is in contract compliance.
- Verify that the Safety Officer uses AHA. Update the AHA as required. Contractor to provide all required PPE for safety of workers.
- Safety requirements per current specifications of US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and Occupational Safety and Health Administration shall be strictly monitored.

3.3 Monitoring

The Contract Specifications 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 KO for a final decision. The GQAR shall verify performance of this contract by onsite inspections and personal observations of ongoing work.

3.4 <u>Customer Feedback</u>

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 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 KO.

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

3.5 Acceptable Quality Levels/ Allowable Deviations

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

4 QUALITY ASSURANCE DOCUMENTATION

4.1 The Performance Management Feedback Loop

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

4.2 **Monitoring Forms**

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

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

5 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

5.1 Documenting Performance

- **5.1.1** Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. When unacceptable performance occurs, the KO shall inform the Contractor. This will normally be in writing unless circumstances necessitate verbal communication.
- **5.1.2** When formal written communication is required, the GQAR 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 KO. 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 provided to the GQAR each work day, and verified by the GOCR.
- Provide safety meetings as required by US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and Accident Prevention Plan.
- Provide copy of each AHA signed by all employees who were briefed on hazards.

5.3 Reviews and Resolution

- **5.3.1** The KO 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 KO 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 KO 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 unscheduled inspections, while the use fee program documentation will use the 100% inspection technique. 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.

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 Percentages**. Contract Percentages 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 unscheduled inspections performed by Government Personnel or by 100% inspection for use fee program. 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 Gate Attendants performing both Park and Gate Attendant duties. Deduction of the entire contract percentage 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 percentage for job element is 5%.
- f. Deduction from monthly invoice will be 5% of \$1500.00 or \$75.00.

$$($1500.00 \text{ x } .05 = $75.00$$

1500.00 - 75.00 = 1425.00 paid to Contractor

ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

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

Visitor Assistance	Administer quality control program in accordance with PWS	Two written warnings	Unscheduled inspections	5% deduction
Cooperation with Others	Administer quality control program in accordance with PWS	Two written warnings	Unscheduled inspections	10% deduction
Park Inspection	Administer quality control program in accordance with PWS	Two written warnings	Unscheduled inspections	5% deduction
Contractor Vehicle	Administer quality control program in accordance with PWS	Two written warnings	Unscheduled inspections	2% deduction
Alcohol	Administer quality control program in accordance with PWS	One written warning	Unscheduled inspections	15% deduction
Government Property	Administer quality control program in accordance with PWS	Two written warnings	Unscheduled inspections	10% deduction
Absenteeism	Administer quality control program in accordance with PWS	Two written warnings	Unscheduled inspections	5% deduction
Gatehouse Operations	Administer quality control program in accordance with PWS	Two written warnings	Unscheduled inspections	5% deduction

CONTRACT DISCREPANCY REPORT (CDR)

 Contract Number: TO: (Contractor Task Manager or on-site representative) 	
3. FROM:	
4. Date and time observed discrepancy:	
5. DISCREPANCY OR PROBLEM:	
6. Corrective action plan:	
A written corrective action plan < is / is not > required.	
The written Corrective Action Plan will be provided to the undersigned not later	than
Prepared by:	
Signature – Contracting Officer	Date
Received by:	
Signature - Contractor Task Manager or on-site representative	Date

RATE

WAGE DETERMINATIONS FOR BELL COUNTY, COMAL COUNTY AND WILLIAMSON COUNTY

1) WAGE DETERMINATION FOR BELL COUNTY

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5237

Daniel W. Simms Division of Revision No.: 2

Director Wage Determinations | Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any 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 \$10.20 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 2017. 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

Fringe Benefits Required Follow the Occupational Listing
OCCUPATION CODE - TITLE FOOTNOTE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 11.85

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01012 - Accounting Clerk II	13.30
01013 - Accounting Clerk III	14.89
01020 - Administrative Assistant	21.42
01035 - Court Reporter	14.93
01041 - Customer Service Representative I	10.25
01042 - Customer Service Representative II	11.53
01043 - Customer Service Representative III	12.58
01051 - Data Entry Operator I	11.51
01052 - Data Entry Operator II	12.84
01060 - Dispatcher, Motor Vehicle	14.53
01070 - Document Preparation Clerk	12.23
01090 - Duplicating Machine Operator	12.23
01111 - General Clerk I	10.55
01112 - General Clerk II	12.92
01113 - General Clerk III	14.50
01120 - Housing Referral Assistant	16.24
01141 - Messenger Courier	11.50
01191 - Order Clerk I	13.29
01192 - Order Clerk II	14.50
01261 - Personnel Assistant (Employment) I	14.29
01262 - Personnel Assistant (Employment) II	16.06
01263 - Personnel Assistant (Employment) III	18.73
01270 - Production Control Clerk	17.73
01290 - Rental Clerk	11.44
01300 - Scheduler, Maintenance	12.99
01311 - Secretary I	12.99
01312 - Secretary II	14.73
01313 - Secretary III	16.24
01320 - Service Order Dispatcher	12.66
01410 - Supply Technician	21.42
01420 - Survey Worker	14.36
01460 - Switchboard Operator/Receptionist	11.29
01531 - Travel Clerk I	11.59
01532 - Travel Clerk II	12.65
01533 - Travel Clerk III	13.72

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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	12.25
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	11.41
05400 - Transmission Repair Specialist	17.63
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.07
07041 - Cook I	9.93
07042 - Cook II	11.54
07070 - Dishwasher	8.10
07130 - Food Service Worker	9.09
07210 - Meat Cutter	13.24
07260 - Waiter/Waitress	7.98
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	

Page 176 of 268 11030 - Cleaner, Vehicles 9.27 9.27 11060 - Elevator Operator 11090 - Gardener 12.54 11122 - Housekeeping Aide 9.90 11150 - Janitor 9.90 11210 - Laborer, Grounds Maintenance 11.21 11240 - Maid or Houseman 8.49 11260 - Pruner 10.00 11270 - Tractor Operator 12.71 11330 - Trail Maintenance Worker 11.21 11360 - Window Cleaner 11.09 12000 - Health Occupations 12010 - Ambulance Driver 16.18 12011 - Breath Alcohol Technician 18.10 12012 - Certified Occupational Therapist Assistant 25.49 12015 - Certified Physical Therapist Assistant 25.71 12020 - Dental Assistant 16.80 12025 - Dental Hygienist 35.65 12030 - EKG Technician 25.72 12035 - Electroneurodiagnostic Technologist 25.72 12040 - Emergency Medical Technician 16.18 12071 - Licensed Practical Nurse I 16.61 12072 - Licensed Practical Nurse II 18.59 12073 - Licensed Practical Nurse III 20.71 12100 - Medical Assistant 13.01 12130 - Medical Laboratory Technician 16.94 12160 - Medical Record Clerk 14.80 12190 - Medical Record Technician 17.59 12195 - Medical Transcriptionist 16.61 12210 - Nuclear Medicine Technologist 37.25 12221 - Nursing Assistant I 10.65 12222 - Nursing Assistant II 11.96 12223 - Nursing Assistant III 13.61 12224 - Nursing Assistant IV 15.27 12235 - Optical Dispenser 13.18

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12236 - Optical Technician	15.13
12250 - Pharmacy Technician	16.04
12280 - Phlebotomist	14.28
12305 - Radiologic Technologist	24.75
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)	20.03
12320 - Substance Abuse Treatment Counselor	17.19
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.23
13012 - Exhibits Specialist II	21.26
13013 - Exhibits Specialist III	26.02
13041 - Illustrator I	17.22
13042 - Illustrator II	21.26
13043 - Illustrator III	26.02
13047 - Librarian	23.60
13050 - Library Aide/Clerk	11.97
13054 - Library Information Technology Systems	21.26
Administrator	
13058 - Library Technician	15.66
13061 - Media Specialist I	15.75
13062 - Media Specialist II	17.63
13063 - Media Specialist III	19.65
13071 - Photographer I	15.33
13072 - Photographer II	17.23
13073 - Photographer III	21.24
13074 - Photographer IV	25.96
13075 - Photographer V	31.61
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	17.14
14000 - Information Technology Occupations	

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14041 - Computer Operator I		15.03
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	(see 1)	21.03
14072 - Computer Programmer II	(see 1)	26.04
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	25.61
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.03
14160 - Personal Computer Support Technician		22.02
14170 - System Support Specialist		29.30
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (No	on-Rated)	25.61
15020 - Aircrew Training Devices Instructor (Ra	ated)	30.99
15030 - Air Crew Training Devices Instructor (Pilot)	37.15
15050 - Computer Based Training Specialist / In	nstructor	25.61
15060 - Educational Technologist		29.30
15070 - Flight Instructor (Pilot)		37.15
15080 - Graphic Artist		17.73
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	p	37.15
15086 - Maintenance Test Pilot, Rotary Wing		37.15
15088 - Non-Maintenance Test/Co-Pilot		37.15
15090 - Technical Instructor		22.83
15095 - Technical Instructor/Course Developer		27.64
15110 - Test Proctor		19.10
15120 - Tutor		19.10
16000 - Laundry, Dry-Cleaning, Pressing And Relat	ted Occupations	
16010 - Assembler		8.65
16030 - Counter Attendant		8.65
16040 - Dry Cleaner		10.56
16070 - Finisher, Flatwork, Machine		8.65

Page 179 of 268 16090 - Presser, Hand 8.65 16110 - Presser, Machine, Drycleaning 8.65 16130 - Presser, Machine, Shirts 8.65 16160 - Presser, Machine, Wearing Apparel, Laundry 8.65 16190 - Sewing Machine Operator 11.23 16220 - Tailor 11.96 16250 - Washer, Machine 9.17 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room) 18.03 19040 - Tool And Die Maker 22.78 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator 13.76 21030 - Material Coordinator 17.73 21040 - Material Expediter 17.73 21050 - Material Handling Laborer 11.07 21071 - Order Filler 11.85 21080 - Production Line Worker (Food Processing) 13.76 21110 - Shipping Packer 14.04 21130 - Shipping/Receiving Clerk 14.04 21140 - Store Worker I 9.87 21150 - Stock Clerk 13.86 21210 - Tools And Parts Attendant 13.76 13.76 21410 - Warehouse Specialist 23000 - Mechanics And Maintenance And Repair Occupations 23010 - Aerospace Structural Welder 24.24 23019 - Aircraft Logs and Records Technician 17.59 23021 - Aircraft Mechanic I 22.80 23022 - Aircraft Mechanic II 24.24 23023 - Aircraft Mechanic III 25.48 23040 - Aircraft Mechanic Helper 15.25 23050 - Aircraft, Painter 20.47 23060 - Aircraft Servicer 17.59 23070 - Aircraft Survival Flight Equipment Technician 20.47 23080 - Aircraft Worker 18.76 23091 - Aircrew Life Support Equipment (ALSE) Mechanic 18.76

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I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	22.80
II	
23110 - Appliance Mechanic	17.55
23120 - Bicycle Repairer	12.66
23125 - Cable Splicer	23.57
23130 - Carpenter, Maintenance	16.37
23140 - Carpet Layer	16.87
23160 - Electrician, Maintenance	21.54
23181 - Electronics Technician Maintenance I	19.78
23182 - Electronics Technician Maintenance II	21.14
23183 - Electronics Technician Maintenance III	22.51
23260 - Fabric Worker	15.69
23290 - Fire Alarm System Mechanic	18.68
23310 - Fire Extinguisher Repairer	14.52
23311 - Fuel Distribution System Mechanic	20.55
23312 - Fuel Distribution System Operator	15.86
23370 - General Maintenance Worker	15.93
23380 - Ground Support Equipment Mechanic	22.80
23381 - Ground Support Equipment Servicer	17.59
23382 - Ground Support Equipment Worker	18.76
23391 - Gunsmith I	14.52
23392 - Gunsmith II	16.87
23393 - Gunsmith III	19.20
23410 - Heating, Ventilation And Air-Conditioning	17.27
Mechanic	
23411 - Heating, Ventilation And Air Contditioning	18.36
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	16.86
23460 - Instrument Mechanic	20.38
23465 - Laboratory/Shelter Mechanic	18.03
23470 - Laborer	11.07
23510 - Locksmith	15.95
23530 - Machinery Maintenance Mechanic	20.83

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23550 - Machinist, Maintenance	17.58
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	19.20
23710 - Office Appliance Repairer	15.95
23760 - Painter, Maintenance	17.15
23790 - Pipefitter, Maintenance	20.16
23810 - Plumber, Maintenance	18.92
23820 - Pneudraulic Systems Mechanic	19.20
23850 - Rigger	19.20
23870 - Scale Mechanic	16.87
23890 - Sheet-Metal Worker, Maintenance	18.10
23910 - Small Engine Mechanic	16.87
23931 - Telecommunications Mechanic I	26.38
23932 - Telecommunications Mechanic II	32.26
23950 - Telephone Lineman	23.56
23960 - Welder, Combination, Maintenance	17.03
23965 - Well Driller	18.97
23970 - Woodcraft Worker	19.20
23980 - Woodworker	14.38
24000 - Personal Needs Occupations	
24550 - Case Manager	12.52
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24610 - Chore Aide	8.61
24620 - Family Readiness And Support Services	12.52
Coordinator	
24630 - Homemaker	13.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.20
25040 - Sewage Plant Operator	15.62
25070 - Stationary Engineer	19.20
25190 - Ventilation Equipment Tender	13.36

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25210 - Water Treatment Plant Operator	15.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.52
27007 - Baggage Inspector	12.08
27008 - Corrections Officer	16.39
27010 - Court Security Officer	18.48
27030 - Detection Dog Handler	15.61
27040 - Detention Officer	16.39
27070 - Firefighter	17.11
27101 - Guard I	12.08
27102 - Guard II	15.61
27131 - Police Officer I	20.15
27132 - Police Officer II	22.40
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	16.02
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.87
29020 - Hatch Tender	16.65
29030 - Line Handler	16.65
29041 - Stevedore I	15.59
29042 - Stevedore II	17.92
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	15.70

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30022 - Archeological Technician II	17.14
30023 - Archeological Technician III	21.74
30030 - Cartographic Technician	23.36
30040 - Civil Engineering Technician	21.12
30051 - Cryogenic Technician I	25.62
30052 - Cryogenic Technician II	28.30
30061 - Drafter/CAD Operator I	16.28
30062 - Drafter/CAD Operator II	19.07
30063 - Drafter/CAD Operator III	20.82
30064 - Drafter/CAD Operator IV	24.99
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	21.56
30095 - Evidence Control Specialist	23.14
30210 - Laboratory Technician	21.14
30221 - Latent Fingerprint Technician I	25.62
30222 - Latent Fingerprint Technician II	28.30
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	16.45
30362 - Paralegal/Legal Assistant II	20.77
30363 - Paralegal/Legal Assistant III	24.93
30364 - Paralegal/Legal Assistant IV	30.12
30375 - Petroleum Supply Specialist	28.30
30390 - Photo-Optics Technician	24.19
30395 - Radiation Control Technician	28.30
30461 - Technical Writer I	22.02
30462 - Technical Writer II	26.94
30463 - Technical Writer III	32.59
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03

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30494 - Unexploded (UXO) Safety Escort		23.46
30495 - Unexploded (UXO) Sweep Personnel		23.46
30501 - Weather Forecaster I		25.62
30502 - Weather Forecaster II		31.17
30620 - Weather Observer, Combined Upper Air Or	(see 2)	20.82
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	23.14
31000 - Transportation/Mobile Equipment Operation Occupa	tions	
31010 - Airplane Pilot		28.39
31020 - Bus Aide		11.18
31030 - Bus Driver		15.91
31043 - Driver Courier		11.85
31260 - Parking and Lot Attendant		9.79
31290 - Shuttle Bus Driver		13.59
31310 - Taxi Driver		10.87
31361 - Truckdriver, Light		12.35
31362 - Truckdriver, Medium		16.13
31363 - Truckdriver, Heavy		17.11
31364 - Truckdriver, Tractor-Trailer		17.11
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		13.84
99030 - Cashier		8.79
99050 - Desk Clerk		9.49
99095 - Embalmer		22.74
99130 - Flight Follower		23.46
99251 - Laboratory Animal Caretaker I		10.41
99252 - Laboratory Animal Caretaker II		10.55
99260 - Marketing Analyst		26.56
99310 - Mortician		22.74
99410 - Pest Controller		15.42
99510 - Photofinishing Worker		12.33
99710 - Recycling Laborer		12.64
99711 - Recycling Specialist		15.32
99730 - Refuse Collector		11.70
99810 - Sales Clerk		10.68

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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	14.96
99841 - Vending Machine Repairer	18.32
99842 - Vending Machine Repairer Helper	14.96

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.

** 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)).

2) WAGE DETERMINATION - COMAL COUNTY, TEXAS

WD 15-2521 (Rev.-4) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT

EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

| Wage Determination No.: 2015-2521

Daniel W. Simms

Division of

Revision No.: 4

Director

Wage Determinations | Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any 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 \$10.20 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 2017. 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 Atascosa, Bandera, Bexar, Comal, De Witt, Gonzales, Guadalupe, Kendall, McMullen, Medina, Wilson

^{**}Fringe Benefits Required Follow the Occupational Listing** OCCUPATION CODE - TITLE

Page 193 of 268 01011 - Accounting Clerk I 13.82 01012 - Accounting Clerk II 15.51 01013 - Accounting Clerk III 17.35 01020 - Administrative Assistant 21.96 01035 - Court Reporter 22.14 11.59 01051 - Data Entry Operator I 01052 - Data Entry Operator II 12.65 16.11 01060 - Dispatcher, Motor Vehicle 01070 - Document Preparation Clerk 13.27 01090 - Duplicating Machine Operator 13.27 01111 - General Clerk I 11.26 01112 - General Clerk II 13.21 01113 - General Clerk III 15.45 01120 - Housing Referral Assistant 19.91 01141 - Messenger Courier 11.03 01191 - Order Clerk I 12.49 01192 - Order Clerk II 13.63 01261 - Personnel Assistant (Employment) I 17.04 01262 - Personnel Assistant (Employment) II 19.23 01263 - Personnel Assistant (Employment) III 21.26 01270 - Production Control Clerk 18.59 01290 - Rental Clerk 14.90 01300 - Scheduler, Maintenance 15.96 01311 - Secretary I 15.96 01312 - Secretary II 17.86 19.91 01313 - Secretary III 01320 - Service Order Dispatcher 14.26 01410 - Supply Technician 21.96 01420 - Survey Worker 16.65 01460 - Switchboard Operator/Receptionist 11.89 01531 - Travel Clerk I 12.19 01532 - Travel Clerk II 12.94 01533 - Travel Clerk III 13.60 01611 - Word Processor I 13.33 01612 - Word Processor II 14.96

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01613	- Word Processor III	16.73
05000 -	Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.41
05010	- Automotive Electrician	17.75
05040	- Automotive Glass Installer	16.77
05070	- Automotive Worker	16.77
05110	- Mobile Equipment Servicer	14.96
05130	- Motor Equipment Metal Mechanic	18.68
05160	- Motor Equipment Metal Worker	16.77
05190	- Motor Vehicle Mechanic	18.41
05220	- Motor Vehicle Mechanic Helper	14.17
05250	- Motor Vehicle Upholstery Worker	15.83
05280	- Motor Vehicle Wrecker	16.77
05310	- Painter, Automotive	17.75
05340	- Radiator Repair Specialist	16.77
05370	- Tire Repairer	11.12
05400	- Transmission Repair Specialist	18.68
07000 -	Food Preparation And Service Occupations	
07010	- Baker	12.53
07041	- Cook I	9.42
07042	- Cook II	11.33
07070	- Dishwasher	7.76
07130	- Food Service Worker	8.51
07210	- Meat Cutter	12.63
07260	- Waiter/Waitress	7.94
09000 -	Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.03
09040	- Furniture Handler	10.46
09080	- Furniture Refinisher	15.03
09090	- Furniture Refinisher Helper	12.00
09110	- Furniture Repairer, Minor	13.42
09130	- Upholsterer	15.03
11000 -	General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.02
11060	- Elevator Operator	9.02

Page 195 of 268 11090 - Gardener 13.57 11122 - Housekeeping Aide 10.53 10.53 11150 - Janitor 11210 - Laborer, Grounds Maintenance 11.41 11240 - Maid or Houseman 8.80 11260 - Pruner 10.36 11270 - Tractor Operator 12.91 11330 - Trail Maintenance Worker 11.41 11360 - Window Cleaner 11.60 12000 - Health Occupations 12010 - Ambulance Driver 14.40 12011 - Breath Alcohol Technician 14.74 12012 - Certified Occupational Therapist Assistant 28.34 12015 - Certified Physical Therapist Assistant 26.24 12020 - Dental Assistant 14.50 12025 - Dental Hygienist 32.84 12030 - EKG Technician 23.56 12035 - Electroneurodiagnostic Technologist 23.56 12040 - Emergency Medical Technician 14.40 12071 - Licensed Practical Nurse I 15.73 12072 - Licensed Practical Nurse II 17.60 12073 - Licensed Practical Nurse III 19.62 12100 - Medical Assistant 13.01 12130 - Medical Laboratory Technician 16.80 12160 - Medical Record Clerk 13.61 12190 - Medical Record Technician 14.86 12195 - Medical Transcriptionist 13.76 12210 - Nuclear Medicine Technologist 29.68 12221 - Nursing Assistant I 10.42 12222 - Nursing Assistant II 11.71 12223 - Nursing Assistant III 12.78 12224 - Nursing Assistant IV 14.35 12235 - Optical Dispenser 14.94 12236 - Optical Technician 15.20 12250 - Pharmacy Technician 16.23

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12280 - Phlebotomist	14.35
12305 - Radiologic Technologist	24.06
12311 - Registered Nurse I	24.40
12312 - Registered Nurse II	29.85
12313 - Registered Nurse II, Specialist	29.85
12314 - Registered Nurse III	36.11
12315 - Registered Nurse III, Anesthetist	36.11
12316 - Registered Nurse IV	43.28
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.45
13013 - Exhibits Specialist III	27.46
13041 - Illustrator I	18.68
13042 - Illustrator II	23.15
13043 - Illustrator III	26.62
13047 - Librarian	25.63
13050 - Library Aide/Clerk	11.03
13054 - Library Information Technology Systems	23.15
Administrator	
13058 - Library Technician	14.44
13061 - Media Specialist I	15.87
13062 - Media Specialist II	17.79
13063 - Media Specialist III	19.84
13071 - Photographer I	14.29
13072 - Photographer II	16.15
13073 - Photographer III	18.92
13074 - Photographer IV	21.54
13075 - Photographer V	26.14
13110 - Video Teleconference Technician	16.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.51
14042 - Computer Operator II	17.35
14043 - Computer Operator III	19.35
14044 - Computer Operator IV	21.50

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14045 - Computer Operator V		23.80
14071 - Computer Programmer I	(see 1)	22.29
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.51
14160 - Personal Computer Support Technician		21.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-	-Rated)	26.31
15020 - Aircrew Training Devices Instructor (Rate	ed)	31.51
15030 - Air Crew Training Devices Instructor (Pi	lot)	37.76
15050 - Computer Based Training Specialist / Inst	tructor	26.31
15060 - Educational Technologist		26.86
15070 - Flight Instructor (Pilot)		37.76
15080 - Graphic Artist		22.57
15090 - Technical Instructor		18.93
15095 - Technical Instructor/Course Developer		23.16
15110 - Test Proctor		15.28
15120 - Tutor		15.28
16000 - Laundry, Dry-Cleaning, Pressing And Related	d Occupations	
16010 - Assembler		8.64
16030 - Counter Attendant		8.64
16040 - Dry Cleaner		10.50
16070 - Finisher, Flatwork, Machine		8.64
16090 - Presser, Hand		8.64
16110 - Presser, Machine, Drycleaning		8.64
16130 - Presser, Machine, Shirts		8.64
16160 - Presser, Machine, Wearing Apparel, Laund	ry	8.64
16190 - Sewing Machine Operator		11.08
16220 - Tailor		11.63
16250 - Washer, Machine		9.37
19000 - Machine Tool Operation And Repair Occupation	ons	

Page 198 of 268 19010 - Machine-Tool Operator (Tool Room) 16.35 19040 - Tool And Die Maker 19.26 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator 12.22 21030 - Material Coordinator 18.59 21040 - Material Expediter 18.59 21050 - Material Handling Laborer 10.58 21071 - Order Filler 11.28 21080 - Production Line Worker (Food Processing) 12.22 21110 - Shipping Packer 12.67 21130 - Shipping/Receiving Clerk 12.67 21140 - Store Worker I 10.23 21150 - Stock Clerk 13.18 21210 - Tools And Parts Attendant 12.22 21410 - Warehouse Specialist 12.22 23000 - Mechanics And Maintenance And Repair Occupations 20.73 23010 - Aerospace Structural Welder 23021 - Aircraft Mechanic I 19.59 23022 - Aircraft Mechanic II 20.73 23023 - Aircraft Mechanic III 21.85 23040 - Aircraft Mechanic Helper 13.74 23050 - Aircraft, Painter 17.58 23060 - Aircraft Servicer 15.39 23080 - Aircraft Worker 16.41 23110 - Appliance Mechanic 17.25 23120 - Bicycle Repairer 11.12 23125 - Cable Splicer 19.50 23130 - Carpenter, Maintenance 16.16 23140 - Carpet Layer 15.04 23160 - Electrician, Maintenance 19.55 23181 - Electronics Technician Maintenance I 22.30 23182 - Electronics Technician Maintenance II 23.80 23183 - Electronics Technician Maintenance III 25.32 23260 - Fabric Worker 14.33 23290 - Fire Alarm System Mechanic 17.71

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23310 - Fire Extinguisher Repairer	13.77
23311 - Fuel Distribution System Mechanic	17.42
23312 - Fuel Distribution System Operator	14.33
23370 - General Maintenance Worker	15.37
23380 - Ground Support Equipment Mechanic	19.59
23381 - Ground Support Equipment Servicer	15.10
23382 - Ground Support Equipment Worker	16.10
23391 - Gunsmith I	14.33
23392 - Gunsmith II	15.37
23393 - Gunsmith III	17.42
23410 - Heating, Ventilation And Air-Conditioning	17.42
Mechanic	
23411 - Heating, Ventilation And Air Contditioning	18.44
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	17.55
23440 - Heavy Equipment Operator	17.42
23460 - Instrument Mechanic	20.11
23465 - Laboratory/Shelter Mechanic	16.41
23470 - Laborer	10.03
23510 - Locksmith	15.48
23530 - Machinery Maintenance Mechanic	17.57
23550 - Machinist, Maintenance	17.42
23580 - Maintenance Trades Helper	12.21
23591 - Metrology Technician I	20.11
23592 - Metrology Technician II	21.29
23593 - Metrology Technician III	22.45
23640 - Millwright	19.02
23710 - Office Appliance Repairer	16.68
23760 - Painter, Maintenance	16.16
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.21
23820 - Pneudraulic Systems Mechanic	17.42
23850 - Rigger	17.42
23870 - Scale Mechanic	15.13
23890 - Sheet-Metal Worker, Maintenance	17.78

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23910 - Small Engine Mechanic	15.37
23931 - Telecommunications Mechanic I	21.97
23932 - Telecommunications Mechanic II	23.21
23950 - Telephone Lineman	20.66
23960 - Welder, Combination, Maintenance	17.15
23965 - Well Driller	17.15
23970 - Woodcraft Worker	17.42
23980 - Woodworker	13.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.45
24580 - Child Care Center Clerk	12.07
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services	10.76
Coordinator	
24630 - Homemaker	13.69
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.19
25040 - Sewage Plant Operator	16.47
25070 - Stationary Engineer	18.19
25190 - Ventilation Equipment Tender	12.13
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.89
27007 - Baggage Inspector	11.24
27008 - Corrections Officer	21.15
27010 - Court Security Officer	21.15
27030 - Detection Dog Handler	14.37
27040 - Detention Officer	21.15
27070 - Firefighter	22.59
27101 - Guard I	11.24
27102 - Guard II	14.20
27131 - Police Officer I	23.14
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.89

Page 201 of 268 28042 - Carnival Equipment Repairer 10.39 28043 - Carnival Worker 8.25 28210 - Gate Attendant/Gate Tender 12.51 28310 - Lifequard 11.05 28350 - Park Attendant (Aide) 13.88 28510 - Recreation Aide/Health Facility Attendant 10.13 28515 - Recreation Specialist 14.76 28630 - Sports Official 11.05 28690 - Swimming Pool Operator 13.35 29000 - Stevedoring/Longshoremen Occupational Services 29010 - Blocker And Bracer 18.90 29020 - Hatch Tender 18.90 29030 - Line Handler 18.90 29041 - Stevedore I 17.63 29042 - Stevedore II 20.19 30000 - Technical Occupations 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 35.77 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.66 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.16 30021 - Archeological Technician I 16.47 30022 - Archeological Technician II 17.18 23.40 30023 - Archeological Technician III 23.74 30030 - Cartographic Technician 30040 - Civil Engineering Technician 20.21 30061 - Drafter/CAD Operator I 17.13 30062 - Drafter/CAD Operator II 19.16 30063 - Drafter/CAD Operator III 21.37 30064 - Drafter/CAD Operator IV 26.29 30081 - Engineering Technician I 15.91 30082 - Engineering Technician II 17.86 30083 - Engineering Technician III 19.98 30084 - Engineering Technician IV 24.75 30085 - Engineering Technician V 30.27 30086 - Engineering Technician VI 36.63 30090 - Environmental Technician 19.43

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30210 - Laboratory Technician	19.16
30240 - Mathematical Technician	23.74
30361 - Paralegal/Legal Assistant I	16.70
30362 - Paralegal/Legal Assistant II	21.82
30363 - Paralegal/Legal Assistant III	26.68
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	23.74
30461 - Technical Writer I	24.59
30462 - Technical Writer II	30.08
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.37
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.95
31030 - Bus Driver	16.78
31043 - Driver Courier	13.17
31260 - Parking and Lot Attendant	9.64
31290 - Shuttle Bus Driver	14.18
31310 - Taxi Driver	11.35
31361 - Truckdriver, Light	14.18
31362 - Truckdriver, Medium	15.07
31363 - Truckdriver, Heavy	16.69
31364 - Truckdriver, Tractor-Trailer	16.69
99000 - Miscellaneous Occupations	
99030 - Cashier	9.41
99050 - Desk Clerk	9.68
99095 - Embalmer	18.80
99251 - Laboratory Animal Caretaker I	10.07
99252 - Laboratory Animal Caretaker II	10.84

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99310 - Mortician	22.43
99410 - Pest Controller	15.42
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.34
99711 - Recycling Specialist	14.83
99730 - Refuse Collector	12.11
99810 - Sales Clerk	10.86
99820 - School Crossing Guard	10.97
99830 - Survey Party Chief	18.41
99831 - Surveying Aide	12.83
99832 - Surveying Technician	15.33
99840 - Vending Machine Attendant	11.39
99841 - Vending Machine Repairer	14.08
99842 - Vending Machine Repairer Helper	11.39

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal

Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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, 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.

** 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.

3) WAGE DETERMINATION FOR WILLIAMSON COUNTY

WD 15-5215 (Rev.-4) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5215

Daniel W. Simms

Division of

Revision No.: 4

Director

Wage Determinations

Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for

calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any 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 \$10.20 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 2017. 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 Bastrop, Caldwell, Hays, Travis, Williamson

Fringe Benefits Required Follow the Occupational Listing OCCUPATION CODE - TITLE

FOOTNOTE

RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I

14.10

Page 210 of 268 01012 - Accounting Clerk II 15.83 17.70 01013 - Accounting Clerk III 01020 - Administrative Assistant 23.98 01035 - Court Reporter 21.66 01041 - Customer Service Representative I 11.43 12.86 01042 - Customer Service Representative II 01043 - Customer Service Representative III 14.03 12.99 01051 - Data Entry Operator I 01052 - Data Entry Operator II 14.59 01060 - Dispatcher, Motor Vehicle 18.58 01070 - Document Preparation Clerk 13.65 01090 - Duplicating Machine Operator 13.65 01111 - General Clerk I 13.30 01112 - General Clerk II 14.51 01113 - General Clerk III 16.28 01120 - Housing Referral Assistant 22.35 12.23 01141 - Messenger Courier 01191 - Order Clerk I 14.49 01192 - Order Clerk II 15.73 01261 - Personnel Assistant (Employment) I 17.29 01262 - Personnel Assistant (Employment) II 19.34 01263 - Personnel Assistant (Employment) III 21.57 01270 - Production Control Clerk 21.11 01290 - Rental Clerk 14.07 01300 - Scheduler, Maintenance 17.78 17.78 01311 - Secretary I 01312 - Secretary II 20.08 01313 - Secretary III 22.35 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

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		1 450 211 01 20
01611 - Word Processon	r I	15.42
01612 - Word Processon	r II	17.31
01613 - Word Processon	r III	19.37
05000 - Automotive Serv	ice Occupations	
05005 - Automobile Boo	dy Repairer, Fiberglass	22.11
05010 - Automotive E	lectrician	17.85
05040 - Automotive Gla	ass Installer	18.00
05070 - Automotive Wor	rker	16.92
05110 - Mobile Equipme	ent Servicer	14.83
05130 - Motor Equipmen	nt Metal Mechanic	18.79
05160 - Motor Equipmen	nt 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, Autor	motive	17.85
05340 - Radiator Repa	ir Specialist	16.92
05370 - Tire Repairer		11.75
05400 - Transmission B	Repair Specialist	18.80
07000 - Food Preparation	n And Service Occupations	
07010 - Baker		11.50
07041 - Cook I		10.54
07042 - Cook II		12.10
07070 - Dishwasher		9.08
07130 - Food Service N	Worker	9.92
07210 - Meat Cutter		15.03
07260 - Waiter/Waitres	ss	9.00
09000 - Furniture Mainte	enance And Repair Occupations	
09010 - Electrostatic	Spray Painter	15.27
09040 - Furniture Hand	dler	10.21
09080 - Furniture Ref:	inisher	15.27
09090 - Furniture Ref:	inisher Helper	12.00
09110 - Furniture Repa	airer, Minor	13.83
09130 - Upholsterer		16.53
11000 - General Services	s And Support Occupations	

Page 212 of 268 11030 - Cleaner, Vehicles 10.11 10.34 11060 - Elevator Operator 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

Page 213 of 268 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 28.49 12312 - Registered Nurse II 12313 - Registered Nurse II, Specialist 28.49 34.47 12314 - Registered Nurse III 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 23.85 13054 - Library Information Technology Systems Administrator 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

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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 Occup	pations	
16010	- Assembler		8.54
16030	- Counter Attendant		8.54
16040	- Dry Cleaner		10.42
16070	- Finisher, Flatwork, Machine		8.54

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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	22.48

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I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	25.25
II	
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	19.55
Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.27
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	16.84
23460 - Instrument Mechanic	20.88
23465 - Laboratory/Shelter Mechanic	19.76
23470 - Laborer	11.18
23510 - Locksmith	16.76
23530 - Machinery Maintenance Mechanic	23.60

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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	13.57
Coordinator	
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

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25210 Water Weekmant Dlant Organitar	10 12
25210 - Water Treatment Plant Operator	18.13
27000 - Protective Service Occupations	16.05
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

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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

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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 Occup	pations	
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

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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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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, 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.

** 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)).

CLAUSES INCORPORATED BY REFERENCE

50 004 5		0.000.004.6
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and	JAN 2015
02.20.19	Certifications	0111, 2010
52.209-10	Prohibition on Contracting With Inverted Domestic	NOV 2015
02.207 10	Corporations	1,0, 2010
52.212-1	Instructions to OfferorsCommercial Items	OCT 2016
52.212-4	Contract Terms and ConditionsCommercial Items	MAY 2015
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor Cooperation with Authorities and Remedies	OCT 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor	MAY 2014
	Standards to Contracts for Certain ServicesRequirements	
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	eSEP 2013
52.223-4	Recovered Material Certification	MAY 2008
52.223-4 52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-9	Estimate of Percentage of Recovered Material Content for	MAY 2008
32.223-9	EPA-Designated Items	WIA 1 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-10	Affirmative Procurement of EPA-Designated Items in Service	
32.223-17	and Construction Contracts	ZWIA 1 2006
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
	While Driving	
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain	OCT 2015
	Activities or Transactions Relating to Iran Representation and Certifications.	
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-33	Payment by Electronic Funds TransferSystem for Award	JUL 2013
32.232 33	Management System for Award	JOL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
	Subcontractors	
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-5	Familiarization With Conditions	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
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	NOV 2011
252 204 5002	Officials	4 DD 4002
252.204-7003	Control Of Government Personnel Work Product	APR 1992
	System for Award Management Alternate A	FEB 2014
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation	MAY 2016
252 200 5002 (D.)	Support	DEC 2014
252.209-7992 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2015 Appropriations	DEC 2014
252 200 7003 (Day)	Representation by Corporations Regarding an Unpaid	FEB 2014
232.209-1993 (DCV)	Delinquent Tax Liability or a Felony Conviction under any	TED 2014
252.223-7006	Federal Law Fiscal Year 2014 Appropriations (Deviation) Prohibition On Storage, Treatment, and Disposal of Toxic or	SED 2014
232.223-7000	Hazardous Materials	SEF 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
	Cloud Computing Services. (DEVIATION 2015-00011)	FEB 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7001	Transportation of Supplies by Sea	APR 2014
252.271 1025	Transportation of Supplies by Sea	111 X 2017

CLAUSES INCORPORATED BY FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.
(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.
(c) If the Offeror indicates "has" in paragraph (b) 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.
(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code:
Highest-level owner legal name:
(Do not use a ``doing business as" name)
(End of provision)
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause
(1) Means any item of supply (including construction material) that is
(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

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

- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
- (b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.
- (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:
- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
- (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--
- (1) Exceeds \$35,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1: Price

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

Factor 2: Past performance

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

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 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 located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision.

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

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

"Administrative merits determination" means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"Arbitral award or decision" means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"Civil judgment" means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

"DOL Guidance" means the Department of Labor (DOL) Guidance entitled: ``Guidance for Executive Order 13673, `Fair Pay and Safe Workplaces' ". The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

"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.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

"Enforcement agency" means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

- (1) Department of Labor Wage and Hour Division (WHD) for--
- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for-
- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for-
- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for--
- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).
- "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).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

"Labor compliance agreement" means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

"Labor laws" means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

"Labor law decision" means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of ``labor laws".

- "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 (s) 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 womenowned 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) <i>Tie bid priority for labor surplus area concerns</i> . 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 concern 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:

	ies are Canadian end products or Israeli end products as AmericanFree Trade AgreementsIsraeli Trade Act":
Canadian or Israeli End Products:	
Line Item No.:	Country of Origin:
[List as necessary]	
(4) Buy American—Free Trade Agreements—Israeli T clause at 52.225-3 is included in this solicitation, subst (g)(1)(ii) of the basic provision:	Frade Act Certificate, Alternate III. If Alternate III to the citute the following paragraph (g)(1)(ii) for paragraph
than Bahrainian, Korean, Moroccan, Omani, Panaman	ies are Free Trade Agreement country end products (other ian, or Peruvian end products) or Israeli end products as American—Free Trade Agreements—Israeli Trade Act":
Free Trade Agreement Country End Products (Other the Peruvian End Products) or Israeli End Products:	nan Bahrainian, Korean, Moroccan, Omani, Panamanian, or
Line Item No.:	Country of Origin:
[List as necessary]	
(5) <i>Trade Agreements Certificate</i> . (Applies only if the this solicitation.)	clause at FAR 52.225-5, Trade Agreements, is included in
	hose listed in paragraph (g)(5)(ii) of this provision, is a U.S. the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those en products.	nd products that are not U.Smade or designated country en
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.Smade 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.Smade 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

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) <i>The tax liability is finally determined</i> . 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) <i>The taxpayer is delinquent in making payment</i> . 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 appear 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 is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
j) <i>Place of manufacture</i> . (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.]

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) <i>Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)</i> . (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).

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

(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

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 .
(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 unique entity identifier 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: \square Yes or \square 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
suspension of debarment is not necessary to protect the interests of the Government, of
(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.
(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and
Government Entity Code Reporting.)

(1) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contraction or grant within the last three years.
(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: (or mark ``Unknown").
Predecessor legal name:
(Do not use a ``doing business as" name).
Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.
(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.
(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [] does [] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.
(ii) For solicitations issued after April 24, 2017: The Offeror [] does [] does not anticipate submitting at offer with an estimated contract value of greater than \$500,000.
(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:
[](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or
[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.
(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide
(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov , unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):
(1) The labor law violated.
(2) The case number, inspection number, charge number, docket number, or other unique identification number.
(3) The date rendered.

- (4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;
- (B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;
- (C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and
- (D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).
- (ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.
- (B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.
- (4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.
- (5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-00019) (NOV 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 (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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 (Sep 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) ____ (A) 52.222-50, Combating Trafficking in Persons (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 (Oct 2015).

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

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xviii) 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).

(xix) 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.

- (xx) 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 prior to contract expiration ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 <u>30</u> <u>months.</u>
(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 <u>721211</u> .
(2) The small business size standard is §7.5 Million .
(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.

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.

(i) It (_____) is, (____) is not a WOSB concern eligible under the WOSB Program, has provided all the required

(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--

(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 <u>721211</u>- assigned to contract number **TBD**.

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

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

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

- (1) Any item of supply (including construction material) that is--
- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

- (b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--
- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if

employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
- (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
- (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- (c) Contractor requirements. The Contractor shall--
- (1) Notify its employees and agents of--
- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--
- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.
- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.
- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) Full cooperation. (1) The Contractor shall, at a minimum--
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- (iii) Restrict the Contractor from--
- (A) Conducting an internal investigation; or
- (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

persons, the procurement of commercial sex acts, or the use of forced labor; and

- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
- (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
- (ii) After having conducted due diligence, either--
- (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
- (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--
- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(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):

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

(End of provision)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-00003)(OCT 2015)

- (a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-00003)(OCT 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- (d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

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 (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

- (b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.
- (c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--
- (1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by 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 are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.
- (2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are 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—
- (A) Why a particular security requirement is not applicable; or
- (B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.
- (ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(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. 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. The method to challenge a rating generated by PPIRS-

SR is provided in the User's Manual.

(End of provision)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

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

Detainee means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

Interrogation of detainees means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

- (b) Contractor personnel shall not interrogate detainees.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)