

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 115		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-11-T-0112		6. SOLICITATION ISSUE DATE 13-Jul-2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LINDA N. MCKETHAN			b. TELEPHONE NUMBER (No Collect Calls) 254-939-1829		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 09 Aug 2011	
9. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A19 P.O. BOX 17300 FORT WORTH TX 76102-0300  TEL: 817-886-1043 FAX: 817-886-6403			CODE W9126G		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7M NAICS: 561990		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO			CODE		16. ADMINISTERED BY		CODE	
<b>SEE SCHEDULE</b>								
17a. CONTRACTOR/OFFEROR			CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.			FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL:		EMAIL:		

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

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

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

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

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

42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
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**RFQ DUE DATE IS 9 August 2011, 2:00 p.m. Central Standard Time**

1. Please contact Mrs. Linda McKethan, Contract Specialist, (254) 939-1829, if you have questions.
2. **YOU MUST PROVIDE THE FOLLOWING DOCUMENTS IN YOUR BID PACKAGE:**
  - a.** Complete pages **1 and 3-6** of the solicitation.
    - 1) **Page 1 Block 17a** (or additional sheet) MUST include your company's:
      - i. Name
      - ii. Address
      - iii. Phone Number
      - iv. Tax ID Number (TIN)
      - v. DUNS Number
      - vi. Cage Code (inside "Code" block)—*Also known as your companies' "CCR Number"*
  - b.** Complete **Section K, subparagraph b** of the solicitation and submit your **ORCA** profile (if you have one).
  - c.** Confirmation of CCR registration.

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

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

Fax: (254) 939-8061

**Regular Postal Service:**

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

# GATE ATTENDANT FY2012 BID SCHEDULE GRANGER LAKE, TX

GATE ATTENDANT BID SHEET (WINTER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
<b>0001</b>	<b>Taylor Park #1 (Base, No Option)</b>	<b>92</b>	<b>X</b>	=
01 OCT 2011 thru 31 MAR 2012				

GATE ATTENDANT BID SHEET (WINTER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
<b>0002</b>	<b>Taylor Park #2 (Base, No Option)</b>	<b>91</b>	<b>X</b>	=
01 OCT 2011 thru 31 MAR 2012				

GATE ATTENDANT BID SHEET (WINTER)				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
<b>0003</b>	<b>Willis Creek Park #1 (Base)</b>	<b>92</b>	<b>X</b>	=
01 OCT 2011 thru 31 MAR 2012				
<b>0003a</b>	<b>Willis Creek Park #1 (Option)</b>	<b>92</b>	<b>X</b>	=
01 OCT 2012 thru 31 MAR 2013				

**GATE ATTENDANT FY2012  
BID SCHEDULE  
GEORGETOWN LAKE, TX**

<b>GATE ATTENDANT BID SHEET (WINTER)</b>				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
<b>0004</b>	<b>Jim Hogg #2 (Base)</b>	<b>92</b>	<b>X</b>	<b>=</b>
01 OCT 2011 thru 31 MAR 2012				

<b>GATE ATTENDANT BID SHEET (WINTER)</b>				
Item #	Attendant Position	Estimated # of Days	Bid Per Day	Total Cost
<b>0005</b>	<b>Cedar Breaks #2 (Base)</b>	<b>91</b>	<b>X</b>	<b>=</b>
01 OCT 2011 thru 31 MAR 2012				

# BID SCHEDULE SOMERVILLE LAKE, TX

**GATE ATTENDANT SERVICES (ONE YEAR PERIOD) SOMERVILLE LAKE**

Contract GATE ATTENDANT SERVICES for one (1) year at the following parks for the period 1 October 2011 through 30 September 2012 at Somerville Lake, Somerville, Texas, in accordance with the attached specifications.

1 October 2011 through 30 September 2012

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0006	Rocky Creek Park (4 Day) "A"				
	a. Winter Season (1 Oct through 28 Feb)	76	DAYS	\$	\$
	b. Summer Season (1 Mar through 30 Sep)	108	DAYS	\$	\$
	<b>TOTAL</b>				\$
0007	Rocky Creek Park (4 Day) "B"				
	a. Winter Season (1 Oct through 28 Feb)	76	DAYS	\$	\$
	b. Summer Season (1 Mar through 30 Sep)	106	DAYS	\$	\$
	<b>TOTAL</b>				\$
0008	Yegua Creek Park (4 Day) "A"				
	a. Winter Season (1 Oct through 28 Feb)	76	DAYS	\$	\$
	b. Summer Season (1 Mar through 30 Sep)	108	DAYS	\$	\$
	<b>TOTAL</b>				\$
0009	Yegua Creek Park (4 Day) "B"				
	a. Winter Season (1 Oct through 28 Feb)	76	DAYS	\$	\$
	b. Summer Season (1 Mar through 30 Sep)	106	DAYS	\$	\$
	<b>TOTAL</b>				\$

# GATE ATTENDANT FY2012 BID SCHEDULE CANYON LAKE, TX

Contract Gate Attendant Services at the following parks on Canyon Lake for: Base Period 1 October 2011 to 31 March 2012; Option Period is 1 October 2012 - 31 March 2013

Item #	Attendant Position	Est. # Days	X	Bid Per Day	=	Total Cost
0010	Cranes Mill B Shift (Base)	92	X	\$ _____	=	\$ _____
0010a	Cranes Mill B Shift (Option)	91	X	\$ _____	=	\$ _____
<b>Grand Total</b>					=	\$ _____
0011	Potters Creek B Shift (Base)	92	X	\$ _____	=	\$ _____
0011a	Potters Creek B Shift (Option)	91	X	\$ _____	=	\$ _____
<b>Grand Total</b>					=	\$ _____

**U.S. ARMY CORPS OF ENGINEERS  
FORT WORTH DISTRICT  
GATE ATTENDANT SCOPE OF WORK**

**1. GENERAL:**

The contractor must be a two (2) person team, at least 21 years of age, who are **both** physically and mentally capable of performing the duties specified here and in the enclosed additional scopes of work, for the duration of the contract, including option periods (unless otherwise specified in the individual lake scope of work). Work to be performed under this contract may not be subcontracted. The contractor and team member must be identified on Request for Quotation (SF18), to be accepted. The term “contractor” will refer to both members of the identified two person team. Work to be accomplished under this contract shall be in accordance with this Scope of Work, the Lake Office’s Additional Scope of Work and the Lake Office Gate Attendant Handbook, for the recreation area named and described herein. The contractor will be required to furnish all labor, equipment, fuel, transportation, tools and supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract period. The successful contractor must pass a criminal background check. Site visits are highly recommended prior to bidding.

**2. DEFINITIONS:**

**CONTRACTOR:** The person awarded the contract. Gate attendant

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

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

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

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

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

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

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

The term of the contract and duty hours are defined in this solicitation in each Lake Office's Scope of Work.

**5. PRE-WORK CONFERENCE:**

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

**6. PERMITS/COMPLIANCE:**

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

**7. TEMPORARY LIVING QUARTERS:**

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

**8. VISITORS OF THE CONTRACTOR/GATE ATTENDANT:**

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

**9. UNIFORM DRESS AND PERSONAL APPEARANCE:**

The contractor shall, at all times when on duty and when dealing with the public, be required to maintain a fully clothed and neat, well groomed appearance. Shoes shall be worn; however, flip flops or similar footwear will not be permitted. The contractor will

promote a favorable image of the Corps through personal appearance, actions, attitude and a willingness to assist park visitors in a prompt, courteous manner. Identification badges or tags may be required at some locations.

#### **10. LIVING AREA AND GATEHOUSE MAINTENANCE:**

The contractor will maintain the area where the trailer is parked (Gate Attendant Site) in a clean and sanitary condition at all time. No dog pens, horse corral, poultry cages or similar facilities for pets or the raising of animals will be allowed. All pets will be confined in the contractor's trailer or on a leash of 6 foot or less in length and must not disturb park visitors. The contractor's site will remain clean of animal waste at all times. Pets will have all vaccinations as required by the state laws and will wear a collar that displays the vaccination tags at all times. No pets are allowed inside the gatehouse. No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse. Smoking is not allowed in or within 15 feet of the gatehouse. The contractor will maintain the gatehouse in a clean, orderly and sanitary condition at all times. Gate attendants will provide all equipment, tools, and supplies necessary to clean the gatehouse. Only authorized personnel are to enter the gatehouse at anytime. Solid waste and refuse shall be deposited in a nearby trash receptacle (dumpster) furnished by the Government. Security of the Attendant's living quarters and all personal property shall remain the Attendant's responsibility throughout the duration of the contract. The Government accepts no responsibility for, nor will it be liable for, damage or theft occurring to the attendant's property.

#### **11. USER FEES:**

The Contractor will follow fee collection, credit voucher, refund and campsite reservation procedures established by the U.S. Army Corps of Engineers, Fort Worth District. The Contractor is required to collect User Fees daily, to insure that visitors have paid applicable user fees, utilizing the U.S. Army Corps of Engineers User Permit (ENG Form 4457), National Recreation Reservation Service (NRRS), Outdoor Recreation Management Suite (ORMS) Field Manager Program, an automated cash register, and/or collection from an honor vault. This includes going through the park to collect and safeguard fees when necessary. The Contractor is required to collect user fees for specialized recreation sites, facilities and services provided by the Corps of Engineers. This may include, but is not limited to, camping, group facility use, day use, special facility use, and multiple site rental use. The Contractor is required to accept cash, personal check, traveler's checks, money orders or credit card payments as methods of use fee payment. The Contractor will be responsible for User Fee Permits (ENG Form 4457), cash register receipts and journal, computer generated receipts, signed credit card receipts, and all collected forms of use fee payments until turned over to an authorized fee collector/cashier. The Contractor may be audited at any time, with or without prior notice, and is required to place all forms of collected use fee payments/monies in the gatehouse cash drawer or fee safe provided immediately upon receipt. The cash drawer or fee safe will remain closed immediately after every transaction and the automatic lock shall not be defeated at any time. The Contractor/Gate Attendant is required to have personal cash on hand at all times

(minimum of \$50.00) to make change. A signed statement with the amount of personal funds in use will be placed in the cash drawer and updated immediately anytime this amount changes. Refer to the additional scopes of work for amounts required at each park.

## **12. DELIVERY / INSPECTION OF USE FEES:**

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

## **13. SECURITY BONDING:**

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

- a. Obtain a Business Services, Volunteer in Parks (VIP), Fidelity or Dishonesty bond from an insurance agent meeting the criteria stated above. The cost of the bond varies by type, individual and the issuing company.
- b. Furnish an irrevocable, unconditional letter of credit from a financial institution in the specified amount.

### **\*\*\*SPECIAL NOTICE\*\*\***

All persons handling Government monies or accessing the Government computer system under this contract shall be subject to a background investigation to establish their reliability, trustworthiness, conduct and character. By execution of the contract, the contractor certifies that all persons providing such services under the contract are so qualified, including but not limited to, not having been convicted of a felony. Any person so found not to have the necessary reliability, trustworthiness, conduct and character shall be dismissed. If the contractor fails to meet this requirement, the contract will be terminated for default. By providing a bid on this contract, you are providing authorization for US Army Corps of Engineers, its agents or representatives to investigate your background, as deemed necessary by such agent or representative, to establish your trustworthiness, reliability and character. In

the course of performance of this contract, the Contractor/Contractor Personnel may come into contact with or possession of information covered by the Privacy Act (e.g. Social Security numbers) and/or sensitive personal information of Corps employees/members of the public/patrons/customers (e.g. personal checks with account numbers, credit card numbers, etc.). The Contractor/Contractor Personnel shall not memorize copy or record this information in any way, nor shall they use their access to this information for any personal reason or financial gain, or provide this information to any third person or party. Failure to comply with these restrictions will result in the immediate termination of the contractor employee, and may subject the employee to civil suit for money damages and/or criminal prosecution to the fullest extent under the law. Repeated violation of this provision may serve as a basis for termination of the contract. The contractor will secure an acknowledgement from every employee that they have read, understand and will comply with this paragraph.

#### **14. CAMPSITE RESERVATIONS:**

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

#### **15. GROUP SHELTERS:**

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

#### **16. CAMPING STATUS:**

The Contractor will record the campsite occupied and maintain record of the current status for each campsite occupied. The contractor will keep written records of each camper's length of stay to insure compliance with the Fort Worth Districts camping policy. The contractor will register park users, issue appropriate passes and deliver messages to visitors as required by the Natural Resources Manager. The Contractor

will keep a written record of campers who are turned away due to lack of campsites or campsites with desired hook-ups. The Contractor shall also participate as required in all Recreation Use Surveys that may be conducted.

**17. VISITOR ASSISTANCE:**

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

**18. COMPLAINTS:**

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

**19. DISTURBANCES:**

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

**20. COOPERATION WITH OTHERS:**

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

**21. PARK INSPECTION:**

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

**22. CONTRACTOR VEHICLE:**

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

**23. LOST AND FOUND:**

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

**24. WEAPONS:**

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

**25. ALCOHOL:**

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

**26. INSPECTION AND CONTRACT PERFORMANCE:**

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

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

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

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

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

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

## **27. TRAILER SITE:**

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

## **28. COMMUNICATIONS EQUIPMENT:**

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

## **29. GOVERNMENT PROPERTY:**

The contractor will be required to return Government property on the last day of the contract. The Contractor will be held liable for any missing or damaged government equipment or materials. **Computers, printers, radios, and telephone equipment provided by the government are for official use only.** Contractor shall not use gate house computers for personal business or install any personally owned software. Any damages incurred as result of personally owned software being installed on the Government computers will be considered damages to Government property and

Contractor will be held responsible for reimbursement to the Government any cost associated with repairs or replacement of the equipment. Final payment will not be paid until all Government property is returned and all fee monies have been turned in.

**30. DAMAGE RESPONSIBILITY:**

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

**31. SOLID WASTE DISPOSAL:**

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

**32. ABSENTEEISM:**

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

**33. PAYMENT FOR SERVICES:**

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

**34. SUBSTITUTION OF TEAM MEMBER:**

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

**35. TERMINATION:**

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

closures would include those resulting from droughts, flood, storm damage, infrastructure failure and previously unknown safety hazards.

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

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

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

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

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

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

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

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

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

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

### **36. DUTY OF CONTRACTOR TO FINISH CONTRACT:**

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

### **37. LIABILITY:**

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

### **38. CONTRACT OPTION PERIOD:**

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

### **39. INSURANCE:**

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

#### **40. OTHER REQUIREMENTS:**

See the Additional Scope of Work included in this solicitation for further requirements at the various lakes. Other requirements may include, but not limited to:

- A.** Gatehouse and landscape maintenance
- B.** Issuing Annual Day Use Passes and Interagency Senior Pass.
- C.** Inspection of group use areas.
- D.** Documenting and maintaining lost and found items.
- E.** Monitoring volunteer projects.

#### **41. GATEHOUSE OPERATIONS:**

The Contractor will occupy the gatehouse at all times during duty hours and is required to handout information pamphlets as required by the Lake Office additional scope of work and Lake Office Gate Attendant Handbook. Smoking is not permitted in the gatehouse. Contractor will not solicit, advertise, sell or offer to sell any unauthorized goods or services to campers or visitors on public property (CFR Title 26, Section 327.18).

## GRANGER LAKE SCOPE OF WORK

### A. SCOPE OF WORK

1. Duty Shift Schedules: Contractor will maintain 24-hour surveillance at a park in accordance with the "Gate Attendant Duty Shift Schedule". Schedule is subject to change with one (1) week advance notice. Note that the Gate Attendant may be required to work on Holidays as requested by the Park Manager.

a. Surveillance Hours: Duty hours during which Contractor will be required to perform visitor assistance duties in accordance with the Capital Regional Office (CRO) Gate Attendant Scope of Work and Responsibility, all Paragraphs. In all parks, surveillance will be maintained from 6:00 AM - 10:00 PM.

Duty hours actually in the gate house are:

Sunday	1000 to 1900
Monday	1000 to 1900
Tuesday	1000 to 1900
Wednesday	1000 to 1900
Thursday	1000 to 1900
Friday	1000 to 2200
Saturday	1000 to 2200

Duty hours may vary due to high usage and holidays.

b. Availability hours: Non-duty hours (10:00 PM - 6:00 AM) during which the Contractor must be inside the park in which he/she resides for response to unexpected events in accordance with Duty Shift Schedule.

2. Operational Responsibility: Park closure gates will be opened and closed by the Contractor on duty according to the following schedule of operation:

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

Day use areas open from 6:00 AM - dark \*

\*Dark - 30 minutes after sunset

All parks are multiple use parks equipped with traffic control devices and gates. Gate Attendants will be required to operate the gate attendant building during surveillance hours indicated in paragraph A.1.a above, and in accordance with all paragraphs in the CRO Gate Attendant Scope of Work and Responsibility. Listed below are additional requirements at each park.

- a. Wilson H. Fox Park: Closed for construction.
- b. Taylor Park: The Contractor may be responsible for opening and closing the West Trailhead gate at 6:00 am and dark, respectively.
- c. Willis Creek Park: The Contractor will be required to close the group shelter gate the night prior to rental and open the gate when reservations arrive.

3. Park Patrols. Contractor will be required to make a minimum of three (3) periodic checks daily at least 2 hours apart of all park areas to insure proper use of facilities. This is in addition to those required in opening and closing of the entrance gates. Day Use Areas must be checked at the beginning of each shift to identify day-user vehicles that have failed to pay a user fee. Handouts will be placed on the windows of vehicles and description and license plate number of the vehicle must be recorded. Violations of Title 36 Rules and Regulations by visitors will be given to park rangers for compliance however they see fit and **NOT** enforced by contractors. Violations to this could result in termination of the contract. One attendant must remain on duty at the gatehouse while the other patrols the campground. Additional inspections may be required to check on visitor complaints, deliver emergency messages, assist park rangers, conduct visitor comment surveys, and to insure visitors comply with park closure regulations. This is all at no additional cost to the government.

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

#### B. SPECIAL REQUIREMENTS FOR LIVING AREA ON GOVERNMENT PROPERTY

1. Communications. A telephone and radio communication will be provided at each entrance station. The Government will not be responsible for the hookup from the outside phone jack into the travel trailer.

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

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

4. Trailer Site. Maximum size trailer not more than the current site is designed to handle. The contractor will maintain the area where the trailer is parked in a clean, mowed, sanitary condition at all times. Area to be mowed extends 30 feet in all directions from trailer pad. Contractor will be required to furnish all necessary mowing equipment or contract with others to perform the mowing.

5. Gate House Maintenance: Gate attendants are responsible for maintaining the gate house, both inside and outside, in a clean, orderly, and sanitary condition at all times. Gate attendants will provide all equipment, tools and needed supplies necessary for use and to clean the gatehouse.

#### C. Special Considerations.

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

2. Taylor Park is a one season only position with no option year. Taylor Park will be open due to the closure in Wilson Fox Park for construction. Wilson Fox Park will not be operated, however Taylor Park will be open for the entire winter season to offset for the loss of recreation during construction.

Granger Lake Mileage Chart (estimated)

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

GRANGER LAKE GATE ATTENDANT DUTY SHIFT SCHEDULE  
1 OCTOBER THROUGH 31 MARCH

CONTRACTOR	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>WILLIS CREEK PARK</b> Surveillance Hours Availability Hours Gate House Hours	0600-2200 2200-0600 1000-1900	0600-2200 2200-0600 1000-1900	0600-2200 2200-0600 1000-1900	0600-2200 2200-0600 1000-1900	0600-2200 2200-0600 1000-2200	0600-2200 2200-0600 1000-2200	0600-2200 2200-0600 1000-1900
<b>WILSON H. FOX PARK</b> Surveillance Hours Availability Hours Gate House Hours	0600-2200 2200-0600 1000-1900	0600-2200 2200-0600 1000-1900	0600-2200 2200-0600 1000-1900	0600-2200 2200-0600 1000-1900	0600-2200 2200-0600 1000-2200	0600-2200 2200-0600 1000-2200	0600-2200 2200-0600 1000-1900

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

## **SCOPE OF WORK SOMERVILLE LAKE**

1. **GENERAL:** Gate Attendant (two (2) person) team shall remain in the park during their entire work shift as specified by the Lake Manager. Gate Attendants will work a four (4) day on and four (4) day off shift.
2. **DUTY HOURS:** Both Gate Attendants "A" and "B" will work a four (4) day shift, four (4) days on and four (4) days off, and will work all of the federal holidays that fall within their normal four day shift. Twenty-four hour shifts begin at 6:00 am each morning and end at 6:00 am the following morning. Gate Attendant shall be considered on-duty during the hours between 6:00 am and 10:30 pm. Between the hours of 10:30 pm and 6:00 am Gate Attendants shall be considered available for emergency duty should it be necessary to assist park visitors or meet other contract specifications.
3. **SIGNIFICANT LAKE EVENTS:** Significant Lake Events are events that would require the closure of a park(s) and constitute Gate Attendants not working their designated gatehouse shift. In the event this should occur Gate Attendants will not be paid for days in which their services are not rendered.
3. **GOVERNMENT SUPPLIED ITEMS:** The government will supply the following materials: forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, china markers, water hose, and sprinklers.
4. **CONTRACTOR SUPPLIED ITEMS:** The contractor shall furnish all materials, excluding those furnished by government as specified above, needed to operate the gatehouse. This list includes, but is not limited to, hi-liters, color markers, notepads, pens, pencils, tape, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.
5. **GATE HOUSE and LANDSCAPE MAINTENANCE:**
  - a. Gate Attendants are responsible for maintaining the gatehouse, both inside and outside, in a clean, orderly, and sanitary condition at all times. The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following:
    - 1) toilet facilities
    - 2) carpet (vacuumed)
    - 3) floors (swept and mopped)
    - 4) windows (washed)
    - 5) entire interior building surfaces (dusted) (cleaned if necessary)
    - 6) outside building and walking surfaces
    - 7) seventy-five (75) feet of gatehouse will be free of litter
    - 8) all trash cans emptied

Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.
  - b. Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide hose and sprinklers.
6. **USER FEES:** Gate Attendants will collect all user fees. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS) or Automated Use Permit System (AUPS), cash register or User Fee Permit Books. Additional user fees in nearby park areas may also be collected from honor vaults as required by the Lake Manager. 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.

7. **GROUP SHELTERS:** If group shelters in the park are rented, Gate Attendants will unlock electric panels and entrance gates for the renter. Upon departure of a renter, Gate Attendant will conduct an inspection of the group shelter, barbecue pit and associated items. Gate Attendant will advise renter if additional cleaning is required. Park Ranger will be notified if renter fails to properly clean group shelter, barbecue pit, or associated items. Gate Attendant will complete required inspection reports and turn in the reports to the Lake Manager or designated representative a minimum of once per week.

8. **CAMPING STATUS:** Gate Attendants camping status will match the reservation arrival reports. The Gate Attendant 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 AUPS reservation reports. Gate Attendants shall perform the duty of changing campsite status markers in accordance with established policies of the Lake Manager. In the event all electrical and/or non-electrical campsites are occupied, Gate Attendants will maintain a waiting list and notify those individuals, in order of placement on the waiting lists, whenever a campsite becomes vacant.

9. **PARK INSPECTION:** Gate Attendants shall patrol entire park a minimum of four (4) times daily during the winter season (1 October through 28 February) and eight (8) times daily during the summer season (1 March through 30 September) in accordance with established policy of the Lake Manager. Gate Attendants shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. Gate Attendants shall keep a patrol inspection report in a neat and timely manner. Gate Attendants 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, Gate Attendants 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.

10. **GATE OPERATION:** Park entrance gates will be closed at 10:10 pm each night and opened at 6:00 am each morning. Between 10:10 pm and 6:00 am, Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. Late arrivals will be directed to overflow areas. Gate Attendants shall operate automatic gate arms as required by the Lake Manager. In the event of power failure, Gate Attendants shall secure automatic gate arms in open position and return automatic gate arms to normal operation when power is restored. Additional gates in nearby free park areas may also be opened and closed by Gate Attendants as required by Lake Manager. Rocky Creek Park Gate Attendant will open and close the gate at Pecan Lake Area. Gate will be opened at 6:00 am and closed at 10:00 pm. Before closing the gate at 10:00 pm in Pecan Lake Area the Gate Attendant will make a round in the area and inform the visitors that the gate to the area is being locked at 10:00 pm and they need to leave the area. Pecan Lake Area is approximately 4.5 miles west of the gatehouse at Rocky Creek Park.

11. **PRE-WORK CONFERENCE:** Successful bidders will be required to attend a pre-work conference to be held on 1 October or other date as specified by the Lake Manager. Training session will begin at 8:30 am and conclude at 4:30 pm. 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.

12. **LOST AND FOUND:** Gate Attendants 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. Gate Attendants will prepare a lost and found report on all lost and found property. Gate Attendants will insure that proper identification is obtained from individuals before release of any lost and found property.

13. **COMPLIANCE**: Gate Attendants are responsible for following procedures and requirements specified in a comprehensive Capital Regional Office Gate Attendant Handbook and Somerville Lake Gate Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.
14. **AMERICA THE BEAUTIFUL SENIOR PASS/AMERICA THE BEAUTIFUL ACCESS PASS AND ANNUAL PASSES**: If permitted by the Lake Manager, Gate Attendants will issue America the Beautiful Senior Pass/America the Beautiful Access Pass and/or Annual Passes.
15. **VOLUNTEER PROJECTS**: Gate Attendants will assist Park Ranger personnel in monitoring volunteer projects being conducted in the park. This will include, but not be limited to: issuing and receiving tools and equipment, directing volunteers to work areas and periodically checking on work being done.
16. **OTHER REQUIREMENTS**: Gate Attendants 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 Capital Regional Office Gate Attendant Handbook and Somerville Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Capital Regional Office Gate Attendant Handbook and Somerville Lake Gate Attendant Handbook. A copy of the Capital Regional Office Gate Attendant Handbook and Somerville Lake Gate Attendant Handbook will be available at the Somerville Lake Office for review by prospective bidders.

## **CANYON LAKE SCOPE OF WORK** **Winter 2011 & 2012**

**Contractors will be expected to fully comply with all guidelines specified in the Fort Worth District Gate Attendant Scope of Work and guidelines specified within the Canyon Lake Scope of Work. Description of the hours and days to be worked are given in Section 1 "Duty Schedule". Descriptions of the park areas are included in Section 15 "Park Descriptions". The word "Government" refers to the Government of the United States of America and any agency thereof. "Lake Office" refers to the U.S. Army Corps of Engineers, Canyon Lake office located at 601 C.O.E. Road.**

### **1. DUTY SCHEDULE**

Contractors are required to reside in the park<sup>1</sup> and will maintain 24-hour surveillance when on duty. **All contractors will be on a "4 on and 4 off" work schedule. The contract period begins 1 October and ends 31 March for both Base and Option years. "A" shift will start 1 October and work for 4 days. "B" shift will start work 5 October and work for 4 days.** The terms for the contracts advertised for Winter 2011-2012 at Canyon Lake are as follows:

- Cranes Mill Park B Shift – Base Year 2011 and Option Year 2012
- Potters Creek Park B Shift – Base Year 2011 and Option Year 2012

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

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

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

### **2. MANPOWER REQUIREMENTS**

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

#### **2.1 Duty hours:**

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

**Potters Creek:** Gate Attendants will open the park and operate the gatehouse beginning at 7 am. The gate attendants will shut down the gate house and close the

entrance gates to the park at 10 pm. Two (2) people will be on duty during peak usage hours of 5 pm to 10 pm on Fridays and from 12 pm to 6 pm Saturdays and Sundays.

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

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

### 3. PRE-WORK CONFERENCE AND TRAINING

**Contractor orientation will be required prior to the start of the contract period, held at the lake office. The exact date will be scheduled by the gate attendant coordinator. All Contractors and team members are required to attend at no additional cost to the government. Orientation is mandatory. Contract requirements and training will be covered at orientation. Other meetings may be scheduled through-out the term of the contract as deemed necessary and attendance is mandatory. Notification shall be given as to dates and times of any and all orientation/meetings. Contractors not familiar with the NRRS software are encouraged to observe the outgoing attendants operate the system prior to orientation.**

### 4. GATEHOUSE

**4.1 The gate house will be kept locked at all times for the security of the Contractor and Government property. Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse for any amount of time.**

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

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

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

### 5. USE FEE COLLECTION

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

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

**5.2 Cranes Mill Park is currently closed to the public due to renovation work. The anticipated re-opening is 1 October 2011. Cranes Mill Park is anticipated to be on the NRRS system and attendants will be required to have basic computer skills, particularly in window based programs. Training will be provided for the NRRS program if necessary.**

**\*Please note that the Contractors are responsible for setting up their own bank accounts that may be required to obtain cashiers checks.**

## **6. PARK INSPECTIONS**

**Contractor shall patrol entire park a minimum of four (4) times daily at least two (2) hours apart. Additional rounds shall be performed when necessary to ensure the accuracy of camping related records and fee collection. This includes those required in opening and closing of park areas and entrance gates, if present. Contractors shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. Contractors shall keep a patrol inspection report in a neat and timely manner. Contractors shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, Contractors will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager. Additional inspections may be required to check visitor complaints, deliver messages and to assist park rangers, at no additional cost to the Government.**

## **7. SUPPLIES**

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

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

## **8. COMMUNICATIONS**

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

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

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

## **9. UTILITIES**

**No reimbursement will be made whenever utilities are not available to the Contractor and must be secured elsewhere. The Government provides a 50 amp electrical, water and sewage hook-up at each Contractor RV site.**

**9.1 A Government contractor will remove all waste from the furnished sewage holding tank. However, Contractor is required to inform the lake office at times when the tank needs to be emptied.**

## **10. MAIL**

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

## **11. INVOICING**

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

## **12. GOOD HEALTH AND PHYSICAL ABILITY**

**Since long hours during each duty day are required for the job, it is recommended that Contractors and team members be in good health. Also working long hours in excessive heat, cold or other adverse weather may be required. Contractors should be able to converse in English and comprehend the spoken word in normal conversational tone.**

## **13. COMPLIANCE INSPECTIONS**

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

## **14. RELATED REQUIREMENTS**

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

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

## 15. PARK DESCRIPTIONS

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

Cranes Mill Park is a camping only park with day use boat ramp located approximately 27 miles northwest of I-35 and New Braunfels, TX, just off FM 2673 (south side of lake). Crane's Mill Park is currently under renovation with 65 new camping sites being added. This park contains a free fishing pier area, a rest room with showers and flush toilets and a boat ramp in the fee area. This park is popular with fisherman and boaters. Park entrance gatehouse is located across the street from gate attendant pad site. Day use fees for boat ramp use are charged for non-campers using the boat ramp.

Potters Creek Park is a camping only park located approximately 24 miles northwest of I-35 and New Braunfels, TX, off FM 306 (north side of lake). The park consists of 320 acres. There are 109 sites with 50 amp electricity and water, 10 sites with 30 amp electricity and water, seven screened shelters, five large family sites, rest rooms with showers and flush toilets, two sanitary dump stations, a group shelter, a beach, and 2 boat ramps. This park is popular with families. Camping entrance gatehouse is located less than 200 feet from Contractors residence sites. The gatehouse is equipped with central heat and air conditioning and restroom facilities.

## 16. ADDITIONAL INFORMATION

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

## **ADDITIONAL SCOPE OF WORK FOR LAKE GEORGETOWN**

1. All gate attendants will hand out information pamphlets to all visitors as they enter the park, assist users in locating sites, and courteously answer questions by visitors. Tact, diplomacy, and courtesy will be exercised at all times in dealing with the public. The Lake Georgetown staff is committed to providing our visitors with the highest level of customer service. Gate attendant contractors are expected to support and further this goal.

2. The contractor will:

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

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

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

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

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

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

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

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

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

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

B. Cedar Breaks Park--Cedar Breaks Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main entrance gate to the park at 6:00 a.m. and close it at 10:00 p.m. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the morning shift on any particular day will be required to open the Stilling Basin gate and the Overlook Park gate no later than 7:00 a.m. daily. Approximate mileage is 20 miles round-trip. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the evening shift on any particular day will close the same gates daily at dark (as defined by Project Office). Each attendant on duty will open and close the picnic area gate within the park in accordance with the posted hours of operation. Prior to closing any of these gates, the attendant will insure that all vehicles have vacated the area. Under no circumstances will a vehicle be locked behind any gates where a 24 hour exit is not provided. The gate attendant may have to call and wait on tow services at Overlook Park and the Stilling Basin.

C. Russell Park-- Russell Park attendant will work approximate 12 hour shifts Thursday thru Sunday (see work schedule). The park attendant will be required to open the main gate at daylight (as defined by Project Office - no earlier than 6:00 am) and close it at 10:00 pm (along with activating intrusion barriers). The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps and may close it at dark (as defined by the Project Office). The park attendant will be responsible for making sure that the lower loop is vacant at dark and closing its gates and any others within the park as instructed. Dark will be defined as 30 minutes past official sunset time. Overnight camping will be allowed in the upper loop and at the covered group use shelters in the day use areas. The park attendant will be required to collect all fees and remove non-overnight users. A Park Host will be available to oversee the park Monday thru Wednesday. The park attendant and park host may be required to collect statistical information on deer harvested during the hunting season. The Russell Park gate attendant will be required to input fees from Tejas Camp into the NRRS Field Manager program as provided by the Tejas Park Host.

D. Tejas Camp - manned by Park Host daily. The host's primary responsibilities will be collecting camping fees, monitoring the hunting program, and assisting in the implementation thereof during hunting season. Principle duties include the operation of a check station located at the contractor's trailer site where detailed records will be maintained and fees will be collected. The host may be required to check deer hunters' permits as they enter the area to insure that they are authorized to hunt. The host may be required to obtain lower jawbones and statistical information on all deer harvested during the season. The host will be required to open the main gate at 6:00 am and close it at dark (as defined by Project Office).

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

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

10. **Smoking is not allowed in any gatehouse.** The gatehouse will be kept in a neat orderly condition and thoroughly cleaned at the end of each shift. All cleaning supplies, including but not limited to toilet

paper and paper towels, will be provided by the contractor. Deficiencies in this area will be corrected immediately upon notification by the Park Manager or his representative.

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

12. All pets will be confined in the contractor's trailer or on a leash less than six feet in length. **Pets are not permitted in the gatehouse at anytime except for animals trained in, and aiding the handicapped.** Failure to comply with this regulation can result in cleaning/replacing of the carpet at the attendants own expense.

13. The maximum trailer size to be used by the contractor is 45 feet. The contractor will maintain the area where the trailer is parked in a clean and sanitary condition at all times.

14. The gatehouse and all safes therein will be locked at all times. Only authorized personnel are permitted in the gatehouse at anytime.

15. The contractor will provide a minimum of three patrols daily. More patrols may warranted (by an increased number of users inside the park) on any given day to insure security and Title 36 compliance.

16. The contractor will be required to use a computer extensively in collecting fees. The contractor will be required to collect day use fees in accordance with established policies, guidelines, and methods. The methods will include the use of computers, cash registers, and other means not previously in use. In addition, the contractor will be required to sell Golden Age Passports and Annual Day Use Passes. Contractors will be personally responsible for any failure to collect fees.

17. The contractor will report all disturbances to Corps Rangers or, in the event that he/she is unable to contact a Corps Ranger, to local law enforcement officers. All communications with law officers will be reported to Corps Rangers as soon as practical. The contractor will not attempt to apprehend any violators. In the case of a medical emergency, EMS will be contacted and a Ranger will be notified as soon as possible.

18. The contractor will be required to operate a new reservation system software and a new computer system employing a mouse and new printers using standard operating procedures outlined in handouts and the gate attendant handbook. While it is not mandatory, it is highly recommended that the attendant attend several days of unpaid training to learn the new reservation software. Suggested time for training is approximately 30 hours.

19. The contractor may be required to take evaporation pond and lift station meter readings if no park host is available or on duty.

20. **The contractor will be responsible for picking up all supplies necessary to operate the gatehouse.** These will be available at the project office during normal business hours (Monday – Friday 8:00 am to 4:30 pm). Two day advance notice shall be given for items which will be printed at the office (use the supply list to order in advance). Many of the forms used will be available on the computer at the campground gatehouse.

## GATE ATTENDANT DUTY SCHEDULE

### Cedar Breaks and Jim Hogg parks

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

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

**Russell Park** – off on Monday thru Wednesday (surveillance period is 12:00 am Thursday to 12:00 am Monday).

**Tejas Camp** – manned by host daily.

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

This rotates each shift thru some weekends off. Calendars are normally provided in each gatehouse to mark your workdays. If you have any questions concerning the new changes, please contact Olen Burditt at (512)819-9046 prior to bidding. **Consult the bid sheet for the total number of days per shift.**

**Russell Park:**

Please note the changes to duties there – overnight camping is now allowed in Russell Park. Russell Park gate attendants will be required to convert all cash to money orders/ cashiers checks, total all checks on tape, and remit to the Recreation Fee Cashier as instructed, including some funds collected from Tejas Camp.

**All bidders:**

Please read the specifications carefully – some duties have changed!

## **GATE ATTENDANT QUALITY ASSURANCE SURVEILLANCE PLAN**

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

### 2. DEFINITIONS:

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

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

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

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

### 3. PAYMENT ANALYSIS

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

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

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

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

c. Allowable Deviation is one inspector warning.

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

e. Contract percent for job element is 5%.

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

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

$\$1500.00 - \$75.00 = \$1425.00$  paid to contractor)

## PERFORMANCE REQUIREMENTS SUMMARY

Job Element	Contract Reference	Element Item	Allowable Deviation	Contract Percents
1. Fee Collection				
a. Permits	Part II "Specs." <u>User Fees</u>	Fee Block	Two Written Warnings	1%
	Part II "Specs" <u>User Fees</u> <u>Park Office</u>	Permit Completion	Two Written Warnings	5%
b. Safes	" Safe Deposits		One Written Warning	10%
c. Collection				
"	Timely Fee Collections & Cash Conversion		One Written Warning	15%
"	Failure to accurately account for checks & cash allocation		Two Written Warnings	5%
"	Failure to account for Annual Passes and Golden Age Cards as Directed.		Two Written Warnings	5%
-----				
2. Visitor Assistance				
a. Park Rounds	Part II "Specs." <u>Surveillance</u> also Scope of Work <u>Park</u> <u>Inspection</u>	Surveillance	Two Written Warnings	4%
Providing Information	Scope of Work <u>Visitor</u> <u>Assistance</u>		Two Written Warnings	3%

c. Duty				
Status	Part II			
	"Specs."		One	
	<u>Gate</u>		Unexcused	
	<u>Operation</u>	Duty Hours	Absence	5%

PERFORMANCE REQUIREMENTS SUMMARY

<u>Job</u>	<u>Contract</u>	<u>Element Item</u>	<u>Allowable</u>	<u>Contract</u>
<u>Element</u>	<u>Reference</u>		<u>Deviation</u>	<u>Percents</u>

1. Computer Operation

a. Backups	Part II		Two	
	"Specs."		Written	
	<u>(Park Office/AUPS)</u>		Warnings	5%

b. Camp Ground	Part II			
Status/Occupied Sites Report	"Specs."		Two	
	<u>Contractor</u>		Written	
	<u>Will</u>	Written Records	Warnings	4%

c. Other				
Records	"			
	<u>"Park Office/AUPS"</u>	" "	"	4%

4. Cooperation	Scope of Work		Two	
	<u>Coop.</u>		Written	
	<u>With</u>		Warnings	

<u>Others</u>	Cooperation	Warnings	4%
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5. Gate House

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

b. Unauthorized				
Use	"	"	"	2%

c. Commun-	Part II			
ications	"Specs."			

	<u>Communi-</u>	Communications	"	3%
	<u>ications</u>			
d. Smoking	Part II			
	"Specs."		Two	
	<u>Contractor</u>		Written	
	<u>Will Not</u>	Smoking	Warning	2%
6. Attendant Site				

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

b. Cleanliness	"	"	"	3%
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7. Gate Part II

PERFORMANCE REQUIREMENTS SUMMARY

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

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8. Conduct

a. Personal Appearance	Scope of Work			
	<u>Uniform Dress</u>		Two	
	<u>and Personal</u>		Written	
	<u>Appearance</u>	Personal Appearance	Warnings	2%

b. Interaction With Public			One	
	"	Courtesy	Written	
			Warning	4%

c. Alcohol	Scope of Work			
	<u>Alcohol</u>	Alcohol	None	3% (or termination)

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9. Reservation Program	Scope of Work		Two	
	Campsite Reservations		Written	
			Warnings	3%

## CLAUSES INCORPORATED BY FULL TEXT

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

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

QASP or Surveillance Plan is provided below.

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

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

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

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

Registered in the CCR database means that--

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

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

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

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

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(End of clause)

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

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

##### ARITHMETIC DISCREPANCIES

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

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

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

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

(End of statement)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definition.

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-3 CONVICT LABOR (JUN 2003)

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

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

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

<u>Grade</u>	<u>STEP</u>	<u>Employee Class</u>	<u>Monetary Wage</u>	<u>Fringe Benefits</u>
GS-1	1	GENERAL CLERK I	11.32	32.85% for all
GS-2	1	“ “ II	12.54	
GS-3	1	“ “ III	15.30	
(End of clause)				

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)

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

Driving—

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

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

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

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

(c) The Contractor should--

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

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

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

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

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

Funds are not presently available for performance under this contract beyond 30 Sep 2012 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

(End of Clause)

## 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

## 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

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

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

(End of clause)

## 52.242-15 STOP-WORK ORDER (AUG 1989)

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the

Government, clause of this contract.

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

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

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

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

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

(End of clause)

#### 52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

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

(End of clause)

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

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

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.ebs.swf.usace.army.mil](http://www.ebs.swf.usace.army.mil)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

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

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

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

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

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

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

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

“Registered in the CCR database” means that--

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
- (1)
- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(End of clause)

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

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

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

(End of clause)

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

(a) "Definitions".

As used in this clause --

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

(2) "Toxic or hazardous materials" means:

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

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

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

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

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

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

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

(1) The total dollar amount of the levy;

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

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

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

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

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATIONS

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

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Diane C. Koplewski Director	Division of Wage Determinations	Wage Determination No.: 2005-2523 Revision No.: 11 Date Of Revision: 06/13/2011
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State: Texas

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

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.70
01012 - Accounting Clerk II		13.13
01013 - Accounting Clerk III		14.69
01020 - Administrative Assistant		19.47
01040 - Court Reporter		14.54
01051 - Data Entry Operator I		10.46
01052 - Data Entry Operator II		12.35
01060 - Dispatcher, Motor Vehicle		14.53
01070 - Document Preparation Clerk		11.12
01090 - Duplicating Machine Operator		11.12
01111 - General Clerk I		10.46
01112 - General Clerk II		12.55
01113 - General Clerk III		14.06
01120 - Housing Referral Assistant		14.76
01141 - Messenger Courier		10.45
01191 - Order Clerk I		12.32
01192 - Order Clerk II		13.45
01261 - Personnel Assistant (Employment) I		12.99
01262 - Personnel Assistant (Employment) II		14.60
01263 - Personnel Assistant (Employment) III		17.03
01270 - Production Control Clerk		16.12
01280 - Receptionist		10.41
01290 - Rental Clerk		11.44
01300 - Scheduler, Maintenance		11.81
01311 - Secretary I		11.81
01312 - Secretary II		13.39
01313 - Secretary III		14.76
01320 - Service Order Dispatcher		12.50
01410 - Supply Technician		19.47
01420 - Survey Worker		13.05
01531 - Travel Clerk I		11.59
01532 - Travel Clerk II		12.65
01533 - Travel Clerk III		13.72
01611 - Word Processor I		11.97
01612 - Word Processor II		13.43
01613 - Word Processor III		15.59
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.95
05010 - Automotive Electrician		16.71
05040 - Automotive Glass Installer		15.81
05070 - Automotive Worker		15.81
05110 - Mobile Equipment Servicer		13.84
05130 - Motor Equipment Metal Mechanic		17.63
05160 - Motor Equipment Metal Worker		15.81
05190 - Motor Vehicle Mechanic		17.63
05220 - Motor Vehicle Mechanic Helper		12.13
05250 - Motor Vehicle Upholstery Worker		14.82
05280 - Motor Vehicle Wrecker		15.81
05310 - Painter, Automotive		16.71

05340 - Radiator Repair Specialist	15.81
05370 - Tire Repairer	11.33
05400 - Transmission Repair Specialist	17.63
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.07
07041 - Cook I	9.57
07042 - Cook II	10.88
07070 - Dishwasher	7.36
07130 - Food Service Worker	8.27
07210 - Meat Cutter	12.04
07260 - Waiter/Waitress	7.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.59
09040 - Furniture Handler	10.15
09080 - Furniture Refinisher	15.59
09090 - Furniture Refinisher Helper	11.99
09110 - Furniture Repairer, Minor	13.82
09130 - Upholsterer	15.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	9.00
11090 - Gardener	11.40
11122 - Housekeeping Aide	9.00
11150 - Janitor	9.00
11210 - Laborer, Grounds Maintenance	10.33
11240 - Maid or Houseman	7.72
11260 - Pruner	9.19
11270 - Tractor Operator	11.55
11330 - Trail Maintenance Worker	10.33
11360 - Window Cleaner	10.08
12000 - Health Occupations	
12010 - Ambulance Driver	14.82
12011 - Breath Alcohol Technician	16.45
12012 - Certified Occupational Therapist Assistant	23.26
12015 - Certified Physical Therapist Assistant	23.37
12020 - Dental Assistant	15.27
12025 - Dental Hygienist	32.41
12030 - EKG Technician	25.72
12035 - Electroneurodiagnostic Technologist	25.72
12040 - Emergency Medical Technician	14.82
12071 - Licensed Practical Nurse I	15.13
12072 - Licensed Practical Nurse II	17.02
12073 - Licensed Practical Nurse III	18.91
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	15.40
12160 - Medical Record Clerk	13.45
12190 - Medical Record Technician	15.99
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	37.25
12221 - Nursing Assistant I	9.68
12222 - Nursing Assistant II	10.87
12223 - Nursing Assistant III	12.63
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	11.98
12236 - Optical Technician	15.13
12250 - Pharmacy Technician	15.24
12280 - Phlebotomist	14.28
12305 - Radiologic Technologist	22.50
12311 - Registered Nurse I	20.88
12312 - Registered Nurse II	25.55
12313 - Registered Nurse II, Specialist	25.55
12314 - Registered Nurse III	30.91
12315 - Registered Nurse III, Anesthetist	30.91
12316 - Registered Nurse IV	37.05
12317 - Scheduler (Drug and Alcohol Testing)	18.91
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.66
13012 - Exhibits Specialist II	19.33
13013 - Exhibits Specialist III	23.65
13041 - Illustrator I	15.65
13042 - Illustrator II	19.33
13043 - Illustrator III	23.65
13047 - Librarian	21.45
13050 - Library Aide/Clerk	11.97

13054 - Library Information Technology Systems Administrator	19.33
13058 - Library Technician	15.66
13061 - Media Specialist I	14.32
13062 - Media Specialist II	16.03
13063 - Media Specialist III	17.86
13071 - Photographer I	13.94
13072 - Photographer II	15.66
13073 - Photographer III	19.31
13074 - Photographer IV	23.60
13075 - Photographer V	28.74
13110 - Video Teleconference Technician	15.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.59
14042 - Computer Operator II	16.86
14043 - Computer Operator III	19.88
14044 - Computer Operator IV	22.02
14045 - Computer Operator V	24.38
14071 - Computer Programmer I	20.12
14072 - Computer Programmer II	24.52
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	24.73
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.59
14160 - Personal Computer Support Technician	22.02
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.73
15020 - Aircrew Training Devices Instructor (Rated)	29.56
15030 - Air Crew Training Devices Instructor (Pilot)	35.43
15050 - Computer Based Training Specialist / Instructor	24.73
15060 - Educational Technologist	26.64
15070 - Flight Instructor (Pilot)	35.43
15080 - Graphic Artist	17.62
15090 - Technical Instructor	20.75
15095 - Technical Instructor/Course Developer	25.13
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.93
16030 - Counter Attendant	7.93
16040 - Dry Cleaner	10.24
16070 - Finisher, Flatwork, Machine	7.93
16090 - Presser, Hand	7.93
16110 - Presser, Machine, Drycleaning	7.93
16130 - Presser, Machine, Shirts	7.93
16160 - Presser, Machine, Wearing Apparel, Laundry	7.93
16190 - Sewing Machine Operator	11.04
16220 - Tailor	11.82
16250 - Washer, Machine	8.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.83
19040 - Tool And Die Maker	20.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.51
21030 - Material Coordinator	16.12
21040 - Material Expediter	16.12
21050 - Material Handling Laborer	10.06
21071 - Order Filler	10.77
21080 - Production Line Worker (Food Processing)	12.51
21110 - Shipping Packer	12.93
21130 - Shipping/Receiving Clerk	12.93
21140 - Store Worker I	9.38
21150 - Stock Clerk	13.16
21210 - Tools And Parts Attendant	12.51
21410 - Warehouse Specialist	12.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.04
23021 - Aircraft Mechanic I	20.73
23022 - Aircraft Mechanic II	22.04
23023 - Aircraft Mechanic III	23.16
23040 - Aircraft Mechanic Helper	13.86
23050 - Aircraft, Painter	18.61

23060 - Aircraft Servicer	15.99
23080 - Aircraft Worker	17.05
23110 - Appliance Mechanic	15.95
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	21.43
23130 - Carpenter, Maintenance	15.84
23140 - Carpet Layer	16.69
23160 - Electrician, Maintenance	19.86
23181 - Electronics Technician Maintenance I	19.30
23182 - Electronics Technician Maintenance II	20.62
23183 - Electronics Technician Maintenance III	22.36
23260 - Fabric Worker	15.56
23290 - Fire Alarm System Mechanic	18.68
23310 - Fire Extinguisher Repairer	14.42
23311 - Fuel Distribution System Mechanic	18.68
23312 - Fuel Distribution System Operator	14.42
23370 - General Maintenance Worker	15.93
23380 - Ground Support Equipment Mechanic	20.73
23381 - Ground Support Equipment Servicer	15.99
23382 - Ground Support Equipment Worker	17.05
23391 - Gunsmith I	14.42
23392 - Gunsmith II	16.69
23393 - Gunsmith III	18.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.05
23430 - Heavy Equipment Mechanic	17.29
23440 - Heavy Equipment Operator	16.86
23460 - Instrument Mechanic	20.38
23465 - Laboratory/Shelter Mechanic	18.02
23470 - Laborer	10.06
23510 - Locksmith	15.95
23530 - Machinery Maintenance Mechanic	18.94
23550 - Machinist, Maintenance	15.98
23580 - Maintenance Trades Helper	13.19
23591 - Metrology Technician I	20.38
23592 - Metrology Technician II	21.67
23593 - Metrology Technician III	22.98
23640 - Millwright	18.97
23710 - Office Appliance Repairer	15.95
23760 - Painter, Maintenance	17.15
23790 - Pipefitter, Maintenance	20.16
23810 - Plumber, Maintenance	18.49
23820 - Pneudraulic Systems Mechanic	18.97
23850 - Rigger	18.97
23870 - Scale Mechanic	16.69
23890 - Sheet-Metal Worker, Maintenance	18.10
23910 - Small Engine Mechanic	16.69
23931 - Telecommunications Mechanic I	26.38
23932 - Telecommunications Mechanic II	32.26
23950 - Telephone Lineman	21.42
23960 - Welder, Combination, Maintenance	16.45
23965 - Well Driller	18.97
23970 - Woodcraft Worker	18.97
23980 - Woodworker	13.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24610 - Chore Aide	8.61
24620 - Family Readiness And Support Services Coordinator	11.38
24630 - Homemaker	13.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.97
25040 - Sewage Plant Operator	15.62
25070 - Stationary Engineer	18.97
25190 - Ventilation Equipment Tender	12.86
25210 - Water Treatment Plant Operator	15.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.29
27007 - Baggage Inspector	10.98
27008 - Corrections Officer	14.90
27010 - Court Security Officer	16.80

27030 - Detection Dog Handler	14.19
27040 - Detention Officer	14.90
27070 - Firefighter	17.11
27101 - Guard I	10.98
27102 - Guard II	14.19
27131 - Police Officer I	18.32
27132 - Police Officer II	20.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.62
28042 - Carnival Equipment Repairer	13.61
28043 - Carnival Equipment Worker	8.63
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	15.98
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.59
29020 - Hatch Tender	15.14
29030 - Line Handler	15.14
29041 - Stevedore I	14.17
29042 - Stevedore II	16.29
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.27
30022 - Archeological Technician II	15.58
30023 - Archeological Technician III	19.76
30030 - Cartographic Technician	23.36
30040 - Civil Engineering Technician	21.12
30061 - Drafter/CAD Operator I	14.80
30062 - Drafter/CAD Operator II	19.07
30063 - Drafter/CAD Operator III	20.51
30064 - Drafter/CAD Operator IV	22.72
30081 - Engineering Technician I	14.99
30082 - Engineering Technician II	18.07
30083 - Engineering Technician III	20.24
30084 - Engineering Technician IV	26.53
30085 - Engineering Technician V	31.84
30086 - Engineering Technician VI	36.70
30090 - Environmental Technician	21.16
30210 - Laboratory Technician	21.14
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	14.95
30362 - Paralegal/Legal Assistant II	18.88
30363 - Paralegal/Legal Assistant III	22.66
30364 - Paralegal/Legal Assistant IV	27.38
30390 - Photo-Optics Technician	24.19
30461 - Technical Writer I	22.02
30462 - Technical Writer II	26.94
30463 - Technical Writer III	32.59
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.51
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.86
31030 - Bus Driver	15.68
31043 - Driver Courier	11.85
31260 - Parking and Lot Attendant	8.90
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.87
31361 - Truckdriver, Light	12.35
31362 - Truckdriver, Medium	16.13
31363 - Truckdriver, Heavy	16.87
31364 - Truckdriver, Tractor-Trailer	16.87
99000 - Miscellaneous Occupations	

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

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

programs related to machine operating systems; or

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

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

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.82
01012 - Accounting Clerk II		15.51
01013 - Accounting Clerk III		17.35
01020 - Administrative Assistant		21.96
01040 - Court Reporter		22.14
01051 - Data Entry Operator I		11.59
01052 - Data Entry Operator II		12.65
01060 - Dispatcher, Motor Vehicle		16.11
01070 - Document Preparation Clerk		13.27
01090 - Duplicating Machine Operator		13.27
01111 - General Clerk I		11.26
01112 - General Clerk II		13.21
01113 - General Clerk III		15.45
01120 - Housing Referral Assistant		19.91
01141 - Messenger Courier		11.03
01191 - Order Clerk I		12.49
01192 - Order Clerk II		13.63
01261 - Personnel Assistant (Employment) I		17.04
01262 - Personnel Assistant (Employment) II		19.23
01263 - Personnel Assistant (Employment) III		21.26
01270 - Production Control Clerk		18.59
01280 - Receptionist		11.89
01290 - Rental Clerk		14.90
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.86
01313 - Secretary III		19.91
01320 - Service Order Dispatcher		14.26
01410 - Supply Technician		21.96
01420 - Survey Worker		16.65
01531 - Travel Clerk I		12.19
01532 - Travel Clerk II		12.94
01533 - Travel Clerk III		13.60
01611 - Word Processor I		13.33
01612 - Word Processor II		14.96
01613 - Word Processor III		16.73
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.41
05010 - Automotive Electrician		17.75
05040 - Automotive Glass Installer		16.77
05070 - Automotive Worker		16.77
05110 - Mobile Equipment Servicer		14.96
05130 - Motor Equipment Metal Mechanic		18.68
05160 - Motor Equipment Metal Worker		16.77
05190 - Motor Vehicle Mechanic		18.41
05220 - Motor Vehicle Mechanic Helper		14.17
05250 - Motor Vehicle Upholstery Worker		15.83
05280 - Motor Vehicle Wrecker		16.77
05310 - Painter, Automotive		17.75
05340 - Radiator Repair Specialist		16.77
05370 - Tire Repairer		11.12
05400 - Transmission Repair Specialist		18.68
07000 - Food Preparation And Service Occupations		
07010 - Baker		12.53
07041 - Cook I		9.42
07042 - Cook II		11.33
07070 - Dishwasher		7.76
07130 - Food Service Worker		8.51
07210 - Meat Cutter		12.63
07260 - Waiter/Waitress		7.94

09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.03
09040 - Furniture Handler	10.46
09080 - Furniture Refinisher	15.03
09090 - Furniture Refinisher Helper	12.00
09110 - Furniture Repairer, Minor	13.42
09130 - Upholsterer	15.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.02
11060 - Elevator Operator	9.02
11090 - Gardener	13.57
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.80
11260 - Pruner	10.36
11270 - Tractor Operator	12.91
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	11.60
12000 - Health Occupations	
12010 - Ambulance Driver	14.40
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	28.34
12015 - Certified Physical Therapist Assistant	26.24
12020 - Dental Assistant	14.50
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	14.40
12071 - Licensed Practical Nurse I	15.73
12072 - Licensed Practical Nurse II	17.60
12073 - Licensed Practical Nurse III	19.62
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	16.80
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	14.86
12195 - Medical Transcriptionist	13.76
12210 - Nuclear Medicine Technologist	29.68
12221 - Nursing Assistant I	10.42
12222 - Nursing Assistant II	11.71
12223 - Nursing Assistant III	12.78
12224 - Nursing Assistant IV	14.35
12235 - Optical Dispenser	14.94
12236 - Optical Technician	15.20
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	14.35
12305 - Radiologic Technologist	24.06
12311 - Registered Nurse I	24.40
12312 - Registered Nurse II	29.85
12313 - Registered Nurse II, Specialist	29.85
12314 - Registered Nurse III	36.11
12315 - Registered Nurse III, Anesthetist	36.11
12316 - Registered Nurse IV	43.28
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.45
13013 - Exhibits Specialist III	27.46
13041 - Illustrator I	18.68
13042 - Illustrator II	23.15
13043 - Illustrator III	26.62
13047 - Librarian	25.63
13050 - Library Aide/Clerk	11.03
13054 - Library Information Technology Systems Administrator	23.15
13058 - Library Technician	14.44
13061 - Media Specialist I	15.87
13062 - Media Specialist II	17.79
13063 - Media Specialist III	19.84
13071 - Photographer I	14.29
13072 - Photographer II	16.15
13073 - Photographer III	18.92
13074 - Photographer IV	21.54
13075 - Photographer V	26.14

13110 - Video Teleconference Technician	16.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.51
14042 - Computer Operator II	17.35
14043 - Computer Operator III	19.35
14044 - Computer Operator IV	21.50
14045 - Computer Operator V	23.80
14071 - Computer Programmer I	(see 1) 22.29
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.51
14160 - Personal Computer Support Technician	21.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.31
15020 - Aircrew Training Devices Instructor (Rated)	31.51
15030 - Air Crew Training Devices Instructor (Pilot)	37.76
15050 - Computer Based Training Specialist / Instructor	26.31
15060 - Educational Technologist	26.86
15070 - Flight Instructor (Pilot)	37.76
15080 - Graphic Artist	22.57
15090 - Technical Instructor	18.93
15095 - Technical Instructor/Course Developer	23.16
15110 - Test Proctor	15.28
15120 - Tutor	15.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.64
16030 - Counter Attendant	8.64
16040 - Dry Cleaner	10.50
16070 - Finisher, Flatwork, Machine	8.64
16090 - Presser, Hand	8.64
16110 - Presser, Machine, Drycleaning	8.64
16130 - Presser, Machine, Shirts	8.64
16160 - Presser, Machine, Wearing Apparel, Laundry	8.64
16190 - Sewing Machine Operator	11.08
16220 - Tailor	11.63
16250 - Washer, Machine	9.37
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.35
19040 - Tool And Die Maker	19.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.22
21030 - Material Coordinator	18.59
21040 - Material Expediter	18.59
21050 - Material Handling Laborer	10.58
21071 - Order Filler	11.28
21080 - Production Line Worker (Food Processing)	12.22
21110 - Shipping Packer	12.67
21130 - Shipping/Receiving Clerk	12.67
21140 - Store Worker I	10.23
21150 - Stock Clerk	13.18
21210 - Tools And Parts Attendant	12.22
21410 - Warehouse Specialist	12.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.73
23021 - Aircraft Mechanic I	19.59
23022 - Aircraft Mechanic II	20.73
23023 - Aircraft Mechanic III	21.85
23040 - Aircraft Mechanic Helper	13.74
23050 - Aircraft, Painter	17.58
23060 - Aircraft Servicer	15.39
23080 - Aircraft Worker	16.41
23110 - Appliance Mechanic	17.25
23120 - Bicycle Repairer	11.12
23125 - Cable Splicer	19.50
23130 - Carpenter, Maintenance	16.16
23140 - Carpet Layer	15.04
23160 - Electrician, Maintenance	19.55
23181 - Electronics Technician Maintenance I	22.30
23182 - Electronics Technician Maintenance II	23.80
23183 - Electronics Technician Maintenance III	25.32

23260 - Fabric Worker	14.33
23290 - Fire Alarm System Mechanic	17.71
23310 - Fire Extinguisher Repairer	13.77
23311 - Fuel Distribution System Mechanic	17.42
23312 - Fuel Distribution System Operator	14.33
23370 - General Maintenance Worker	15.37
23380 - Ground Support Equipment Mechanic	19.59
23381 - Ground Support Equipment Servicer	15.10
23382 - Ground Support Equipment Worker	16.10
23391 - Gunsmith I	14.33
23392 - Gunsmith II	15.37
23393 - Gunsmith III	17.42
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.42
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.44
23430 - Heavy Equipment Mechanic	17.55
23440 - Heavy Equipment Operator	17.42
23460 - Instrument Mechanic	20.11
23465 - Laboratory/Shelter Mechanic	16.41
23470 - Laborer	10.03
23510 - Locksmith	15.48
23530 - Machinery Maintenance Mechanic	17.57
23550 - Machinist, Maintenance	17.42
23580 - Maintenance Trades Helper	12.21
23591 - Metrology Technician I	20.11
23592 - Metrology Technician II	21.29
23593 - Metrology Technician III	22.45
23640 - Millwright	19.02
23710 - Office Appliance Repairer	16.68
23760 - Painter, Maintenance	16.16
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.21
23820 - Pneudraulic Systems Mechanic	17.42
23850 - Rigger	17.42
23870 - Scale Mechanic	15.13
23890 - Sheet-Metal Worker, Maintenance	17.78
23910 - Small Engine Mechanic	15.37
23931 - Telecommunications Mechanic I	21.97
23932 - Telecommunications Mechanic II	23.21
23950 - Telephone Lineman	20.66
23960 - Welder, Combination, Maintenance	17.15
23965 - Well Driller	17.15
23970 - Woodcraft Worker	17.42
23980 - Woodworker	13.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.45
24580 - Child Care Center Clerk	12.07
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	10.76
24630 - Homemaker	13.69
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.19
25040 - Sewage Plant Operator	16.47
25070 - Stationary Engineer	18.19
25190 - Ventilation Equipment Tender	12.13
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.89
27007 - Baggage Inspector	11.24
27008 - Corrections Officer	21.15
27010 - Court Security Officer	21.15
27030 - Detection Dog Handler	14.37
27040 - Detention Officer	21.15
27070 - Firefighter	22.59
27101 - Guard I	11.24
27102 - Guard II	14.20
27131 - Police Officer I	23.14
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.89
28042 - Carnival Equipment Repairer	10.39
28043 - Carnival Equipment Worker	8.25

28210 - Gate Attendant/Gate Tender	12.51
28310 - Lifeguard	11.05
28350 - Park Attendant (Aide)	13.88
28510 - Recreation Aide/Health Facility Attendant	10.13
28515 - Recreation Specialist	14.76
28630 - Sports Official	11.05
28690 - Swimming Pool Operator	13.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.90
29020 - Hatch Tender	18.90
29030 - Line Handler	18.90
29041 - Stevedore I	17.63
29042 - Stevedore II	20.19
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.47
30022 - Archeological Technician II	17.18
30023 - Archeological Technician III	23.40
30030 - Cartographic Technician	23.74
30040 - Civil Engineering Technician	20.21
30061 - Drafter/CAD Operator I	17.13
30062 - Drafter/CAD Operator II	19.16
30063 - Drafter/CAD Operator III	21.37
30064 - Drafter/CAD Operator IV	26.29
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.86
30083 - Engineering Technician III	19.98
30084 - Engineering Technician IV	24.75
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	36.63
30090 - Environmental Technician	19.43
30210 - Laboratory Technician	19.16
30240 - Mathematical Technician	23.74
30361 - Paralegal/Legal Assistant I	16.70
30362 - Paralegal/Legal Assistant II	21.82
30363 - Paralegal/Legal Assistant III	26.68
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	23.74
30461 - Technical Writer I	24.59
30462 - Technical Writer II	30.08
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.37
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.95
31030 - Bus Driver	16.78
31043 - Driver Courier	13.17
31260 - Parking and Lot Attendant	9.64
31290 - Shuttle Bus Driver	14.18
31310 - Taxi Driver	11.35
31361 - Truckdriver, Light	14.18
31362 - Truckdriver, Medium	15.07
31363 - Truckdriver, Heavy	16.69
31364 - Truckdriver, Tractor-Trailer	16.69
99000 - Miscellaneous Occupations	
99030 - Cashier	9.41
99050 - Desk Clerk	9.68
99095 - Embalmer	18.80
99251 - Laboratory Animal Caretaker I	10.07
99252 - Laboratory Animal Caretaker II	10.84
99310 - Mortician	22.43
99410 - Pest Controller	15.42
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.34
99711 - Recycling Specialist	14.83
99730 - Refuse Collector	12.11

99810 - Sales Clerk	10.86
99820 - School Crossing Guard	10.97
99830 - Survey Party Chief	18.41
99831 - Surveying Aide	12.83
99832 - Surveying Technician	15.33
99840 - Vending Machine Attendant	11.39
99841 - Vending Machine Repairer	14.08
99842 - Vending Machine Repairer Helper	11.39

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour 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 regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to 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.

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

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

**Conformance Process:**

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

conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2503  
Revision No.: 12  
Date Of Revision: 06/13/2011

State: Texas

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.82
01012 - Accounting Clerk II		14.39
01013 - Accounting Clerk III		16.09
01020 - Administrative Assistant		21.80
01040 - Court Reporter		19.69
01051 - Data Entry Operator I		12.99
01052 - Data Entry Operator II		14.59
01060 - Dispatcher, Motor Vehicle		18.58
01070 - Document Preparation Clerk		12.41
01090 - Duplicating Machine Operator		12.41
01111 - General Clerk I		13.30
01112 - General Clerk II		14.51

01113	- General Clerk III	16.28
01120	- Housing Referral Assistant	22.35
01141	- Messenger Courier	11.12
01191	- Order Clerk I	13.22
01192	- Order Clerk II	14.30
01261	- Personnel Assistant (Employment) I	17.29
01262	- Personnel Assistant (Employment) II	19.34
01263	- Personnel Assistant (Employment) III	21.57
01270	- Production Control Clerk	19.19
01280	- Receptionist	12.75
01290	- Rental Clerk	14.07
01300	- Scheduler, Maintenance	17.78
01311	- Secretary I	17.78
01312	- Secretary II	20.08
01313	- Secretary III	22.35
01320	- Service Order Dispatcher	15.05
01410	- Supply Technician	23.98
01420	- Survey Worker	16.01
01531	- Travel Clerk I	11.35
01532	- Travel Clerk II	12.26
01533	- Travel Clerk III	12.96
01611	- Word Processor I	14.86
01612	- Word Processor II	16.67
01613	- Word Processor III	18.65
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	22.11
05010	- Automotive Electrician	17.85
05040	- Automotive Glass Installer	18.00
05070	- Automotive Worker	16.92
05110	- Mobile Equipment Servicer	14.83
05130	- Motor Equipment Metal Mechanic	18.79
05160	- Motor Equipment Metal Worker	16.92
05190	- Motor Vehicle Mechanic	18.79
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.77
05280	- Motor Vehicle Wrecker	16.92
05310	- Painter, Automotive	17.85
05340	- Radiator Repair Specialist	16.92
05370	- Tire Repairer	11.68
05400	- Transmission Repair Specialist	18.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.50
07041	- Cook I	10.40
07042	- Cook II	11.75
07070	- Dishwasher	8.25
07130	- Food Service Worker	9.59
07210	- Meat Cutter	13.66
07260	- Waiter/Waitress	9.00
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.27
09040	- Furniture Handler	10.21
09080	- Furniture Refinisher	15.27
09090	- Furniture Refinisher Helper	12.00
09110	- Furniture Repairer, Minor	13.83
09130	- Upholsterer	15.27
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.86
11060	- Elevator Operator	10.34
11090	- Gardener	13.83
11122	- Housekeeping Aide	10.34
11150	- Janitor	10.34
11210	- Laborer, Grounds Maintenance	11.02
11240	- Maid or Houseman	8.51
11260	- Pruner	10.05
11270	- Tractor Operator	12.89
11330	- Trail Maintenance Worker	11.02
11360	- Window Cleaner	11.34
12000	- Health Occupations	
12010	- Ambulance Driver	16.60
12011	- Breath Alcohol Technician	16.60
12012	- Certified Occupational Therapist Assistant	23.80
12015	- Certified Physical Therapist Assistant	21.88
12020	- Dental Assistant	16.40
12025	- Dental Hygienist	41.16

12030 - EKG Technician	25.29
12035 - Electroneurodiagnostic Technologist	25.29
12040 - Emergency Medical Technician	16.60
12071 - Licensed Practical Nurse I	17.79
12072 - Licensed Practical Nurse II	19.90
12073 - Licensed Practical Nurse III	22.20
12100 - Medical Assistant	13.73
12130 - Medical Laboratory Technician	16.52
12160 - Medical Record Clerk	13.54
12190 - Medical Record Technician	14.12
12195 - Medical Transcriptionist	15.23
12210 - Nuclear Medicine Technologist	33.57
12221 - Nursing Assistant I	10.67
12222 - Nursing Assistant II	12.00
12223 - Nursing Assistant III	13.10
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	13.97
12236 - Optical Technician	12.58
12250 - Pharmacy Technician	14.35
12280 - Phlebotomist	14.70
12305 - Radiologic Technologist	25.79
12311 - Registered Nurse I	23.29
12312 - Registered Nurse II	28.49
12313 - Registered Nurse II, Specialist	28.49
12314 - Registered Nurse III	34.47
12315 - Registered Nurse III, Anesthetist	34.47
12316 - Registered Nurse IV	41.31
12317 - Scheduler (Drug and Alcohol Testing)	22.22
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.55
13012 - Exhibits Specialist II	25.78
13013 - Exhibits Specialist III	27.60
13041 - Illustrator I	19.55
13042 - Illustrator II	25.78
13043 - Illustrator III	27.60
13047 - Librarian	24.77
13050 - Library Aide/Clerk	13.01
13054 - Library Information Technology Systems Administrator	22.38
13058 - Library Technician	16.88
13061 - Media Specialist I	16.14
13062 - Media Specialist II	18.05
13063 - Media Specialist III	20.14
13071 - Photographer I	16.60
13072 - Photographer II	18.57
13073 - Photographer III	23.01
13074 - Photographer IV	28.15
13075 - Photographer V	34.06
13110 - Video Teleconference Technician	16.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.08
14042 - Computer Operator II	16.87
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.32
14045 - Computer Operator V	23.61
14071 - Computer Programmer I	(see 1) 25.43
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.08
14160 - Personal Computer Support Technician	22.53
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.00
15020 - Aircrew Training Devices Instructor (Rated)	37.51
15030 - Air Crew Training Devices Instructor (Pilot)	44.67
15050 - Computer Based Training Specialist / Instructor	31.03
15060 - Educational Technologist	33.26
15070 - Flight Instructor (Pilot)	44.67
15080 - Graphic Artist	22.13
15090 - Technical Instructor	21.85
15095 - Technical Instructor/Course Developer	26.73

15110 - Test Proctor	17.64
15120 - Tutor	17.85
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.21
16030 - Counter Attendant	8.21
16040 - Dry Cleaner	10.02
16070 - Finisher, Flatwork, Machine	8.21
16090 - Presser, Hand	8.21
16110 - Presser, Machine, Drycleaning	8.21
16130 - Presser, Machine, Shirts	8.21
16160 - Presser, Machine, Wearing Apparel, Laundry	8.21
16190 - Sewing Machine Operator	10.67
16220 - Tailor	11.34
16250 - Washer, Machine	8.71
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.27
19040 - Tool And Die Maker	22.62
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.56
21030 - Material Coordinator	18.49
21040 - Material Expediter	18.49
21050 - Material Handling Laborer	10.99
21071 - Order Filler	11.64
21080 - Production Line Worker (Food Processing)	12.56
21110 - Shipping Packer	13.88
21130 - Shipping/Receiving Clerk	13.88
21140 - Store Worker I	10.87
21150 - Stock Clerk	14.37
21210 - Tools And Parts Attendant	12.56
21410 - Warehouse Specialist	12.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.56
23021 - Aircraft Mechanic I	22.95
23022 - Aircraft Mechanic II	24.56
23023 - Aircraft Mechanic III	25.66
23040 - Aircraft Mechanic Helper	16.50
23050 - Aircraft, Painter	21.70
23060 - Aircraft Servicer	19.05
23080 - Aircraft Worker	20.44
23110 - Appliance Mechanic	17.96
23120 - Bicycle Repairer	11.68
23125 - Cable Splicer	20.27
23130 - Carpenter, Maintenance	18.84
23140 - Carpet Layer	18.35
23160 - Electrician, Maintenance	20.58
23181 - Electronics Technician Maintenance I	19.03
23182 - Electronics Technician Maintenance II	22.11
23183 - Electronics Technician Maintenance III	23.31
23260 - Fabric Worker	14.81
23290 - Fire Alarm System Mechanic	18.10
23310 - Fire Extinguisher Repairer	14.72
23311 - Fuel Distribution System Mechanic	18.63
23312 - Fuel Distribution System Operator	14.44
23370 - General Maintenance Worker	15.23
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23710 - Office Appliance Repairer	17.77
23760 - Painter, Maintenance	15.27
23790 - Pipefitter, Maintenance	23.74
23810 - Plumber, Maintenance	22.44
23820 - Pneudraulic Systems Mechanic	18.98
23850 - Rigger	18.98
23870 - Scale Mechanic	16.90
23890 - Sheet-Metal Worker, Maintenance	19.16
23910 - Small Engine Mechanic	15.04
23931 - Telecommunications Mechanic I	24.08
23932 - Telecommunications Mechanic II	25.29
23950 - Telephone Lineman	22.79
23960 - Welder, Combination, Maintenance	16.84
23965 - Well Driller	20.37
23970 - Woodcraft Worker	18.98
23980 - Woodworker	12.09
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.71
24580 - Child Care Center Clerk	12.11
24610 - Chore Aide	7.99
24620 - Family Readiness And Support Services Coordinator	12.34
24630 - Homemaker	16.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.95
25040 - Sewage Plant Operator	16.56
25070 - Stationary Engineer	21.95
25190 - Ventilation Equipment Tender	15.87
25210 - Water Treatment Plant Operator	16.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.43
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.12
27010 - Court Security Officer	21.19
27030 - Detection Dog Handler	16.19
27040 - Detention Officer	19.12
27070 - Firefighter	21.54
27101 - Guard I	11.56
27102 - Guard II	16.19
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.39
28042 - Carnival Equipment Repairer	11.13
28043 - Carnival Equipment Worker	8.71
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.26
28515 - Recreation Specialist	14.94
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	15.96
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.62
29020 - Hatch Tender	15.62
29030 - Line Handler	15.62
29041 - Stevedore I	14.67
29042 - Stevedore II	16.59
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.67
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	20.39
30022 - Archeological Technician II	22.81
30023 - Archeological Technician III	28.27
30030 - Cartographic Technician	28.27
30040 - Civil Engineering Technician	25.78
30061 - Drafter/CAD Operator I	18.92
30062 - Drafter/CAD Operator II	21.16
30063 - Drafter/CAD Operator III	23.60
30064 - Drafter/CAD Operator IV	28.80

30081 - Engineering Technician I	14.89
30082 - Engineering Technician II	16.71
30083 - Engineering Technician III	18.69
30084 - Engineering Technician IV	23.16
30085 - Engineering Technician V	28.33
30086 - Engineering Technician VI	34.27
30090 - Environmental Technician	22.39
30210 - Laboratory Technician	21.89
30240 - Mathematical Technician	26.21
30361 - Paralegal/Legal Assistant I	20.07
30362 - Paralegal/Legal Assistant II	24.87
30363 - Paralegal/Legal Assistant III	30.42
30364 - Paralegal/Legal Assistant IV	36.80
30390 - Photo-Optics Technician	26.21
30461 - Technical Writer I	23.06
30462 - Technical Writer II	28.21
30463 - Technical Writer III	34.13
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 3)	23.60
Surface Programs	
30621 - Weather Observer, Senior (see 3)	26.21
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.51
31030 - Bus Driver	15.64
31043 - Driver Courier	13.16
31260 - Parking and Lot Attendant	9.73
31290 - Shuttle Bus Driver	14.20
31310 - Taxi Driver	12.05
31361 - Truckdriver, Light	14.20
31362 - Truckdriver, Medium	15.21
31363 - Truckdriver, Heavy	16.33
31364 - Truckdriver, Tractor-Trailer	16.33
99000 - Miscellaneous Occupations	
99030 - Cashier	9.98
99050 - Desk Clerk	9.93
99095 - Embalmer	22.37
99251 - Laboratory Animal Caretaker I	10.28
99252 - Laboratory Animal Caretaker II	12.16
99310 - Mortician	27.05
99410 - Pest Controller	16.14
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	15.13
99711 - Recycling Specialist	17.79
99730 - Refuse Collector	13.78
99810 - Sales Clerk	11.50
99820 - School Crossing Guard	11.06
99830 - Survey Party Chief	18.89
99831 - Surveying Aide	12.98
99832 - Surveying Technician	16.62
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.17
99842 - Vending Machine Repairer Helper	11.69

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor

Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to 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 ordance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

## Section K - Representations, Certifications and Other Statements of Offerors

### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

(Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

Line Item No.  
-----  
-----  
-----

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

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

(List as necessary)

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

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

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2)  Outside the United States.

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( ) TIN: -----.

( ) TIN has been applied for.

( ) TIN is not required because:

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

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

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ( ) Sole proprietorship;
- ( ) Partnership;
- ( ) Corporate entity (not tax-exempt);
- ( ) Corporate entity (tax-exempt);
- ( ) Government entity (Federal, State, or local);
- ( ) Foreign government;
- ( ) International organization per 26 CFR 1.6049-4;
- ( ) Other -----.
- (5) Common parent.
- ( ) Offeror is not owned or controlled by a common parent;
- ( ) Name and TIN of common parent:

Name -----.  
TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

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

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

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.213-1 FAST PAYMENT PROCEDURE (MAY 2006)

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Include the following information on the invoice:

(A) Shipment number.

(B) Mode of shipment.

(C) At line item level--

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

(2) Unit of measure;

(3) Ship-To Point;

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

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

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

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

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS FOR BIDDERS

**\*\* ATTENTION BIDDER \*\***

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

Email: [ceswf-od-bn/sh@usace.army.mil](mailto:ceswf-od-bn/sh@usace.army.mil)

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

Phone: 254/939-2461 Ask for Scott

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

Thanks for your help!

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

## **BID EVALUATION FACTORS**

**Your submission will be evaluated by PRICE and PAST PERFORMANCE. When combined, these factors are EQUAL.**

**Complete the following Contractor Information Sheet and return it along with your bid.**

**ATTACHMENT 1: Contractor Information Sheet – Capital Regional Office Lakes**

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

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

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

**IN THE EVENT OF AWARD, ISSUE PURCHASE ORDER TO:**

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

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

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

**EMAIL ADDRESS:** \_\_\_\_\_

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

**PRESENT/FORMER (If retired) OCCUPATION:**

Person #1 \_\_\_\_\_

Person #2 \_\_\_\_\_

**SIGNATURES:**

Person #1 \_\_\_\_\_ Person #2 \_\_\_\_\_

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

### PAST PERFORMANCE

Date: \_\_\_\_\_

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

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: Prior Performance

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

Date of Work: \_\_\_\_\_ thru \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Performance: \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory  
 Rehire: \_\_\_\_\_ Yes \_\_\_\_\_ No

Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

It may also be emailed to: [Linda.N.McKethan@usace.army.mil](mailto:Linda.N.McKethan@usace.army.mil)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

#### 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **254-939-8061**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

Price

Past Performance

Price and past performance, when combined, are equal.

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

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

(End of provision)

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(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:

Past performance and price, when combined, are equal.

(b) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)