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|---|------------------------------------|------------------------------|--|--|---|----------------|--|--------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 164 | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W9126G-13-T-0082 | | 6. SOLICITATION ISSUE DATE 20-Aug-2013 | |
| 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 04:00 PM 13 Sep 2013 | |
| 9. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A17 FORT WORTH TX 76102-0300 TEL: 817-886-1043 FAX: 817-886-6403 | | | 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: 35.5 NAICS: 561210 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS |
| 15. DELIVER TO SEE SCHEDULE | | | CODE | | 16. ADMINISTERED BY | | CODE | |
| 17a. CONTRACTOR/OFFEROR TEL. | | | CODE | | 18a. PAYMENT WILL BE MADE BY | | CODE | |
| FACILITY CODE | | | CODE | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | |
| | SEE SCHEDULE | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | |
| <input 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 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>SEE SCHEDULE</p> | | | | | |

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

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

| | |
|--|---|
| 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 |
|--|--------------------|---------------------------------|--|------------------|

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

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

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|-------------|--------|
| 0001 | CRO GATE ATTENDANTS | | | Funded Amt: | , |
| | <p>The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services for the duration of the contract period as defined in this Performance Work Statement.</p> <p>"Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer."</p> <p>POC: Linda.N. McKethan@usace.army.mil</p> | | | | |

BID SCHEDULE CANYON LAKE

Contract Gate Attendant Services for the following parks for the Base Year period of 1 October 13 to 31 March 2014, and the Option Year period of 1 October 2014 to 31 March 2015.

| Item # | Attendant Position | Lump Sum Cost |
|--------|--|---------------|
| | Cranes Mill Park B Shift | |
| 0001a | a. Base Year 1 October 2013 to 31 March 2014 | \$ |
| 0001b | b. Option Year 1 October 2014 to 31 March 2015 | \$ |
| | TOTAL COST | \$ |

| Item # | Attendant Position | Lump Sum Cost |
|--------|--|---------------|
| | Potters Creek Park B Shift | |
| 0002a | a. Base Year 1 October 2013 to 31 March 2014 | \$ |
| 0002b | b. Option Year 1 October 2014 to 31 March 2015 | \$ |
| | TOTAL COST | \$ |

**BID SCHEDULE
GEORGETOWN LAKE**

Contract Gate Attendant Services for **TWO WINTER SEASONS** at the following Parks for the period 1 October 2013 through 31 March 2015.

| Item # | Attendant Position | Lump Sum Cost |
|---------------|--|----------------------|
| | CEDAR BREAKS Park (4 Day) SHIFT 1 | |
| 0003a | a. Winter Season – 92 Days (1 October 2013 thru 31 March 2014) | \$ |
| 0003b | b. Winter Season – OPTION YEAR – 92 Days (1 October 2014 thru 31 March 2015) | \$ |
| | TOTAL COST | \$ |

| Item # | Attendant Position | Lump Sum Cost |
|---------------|--|----------------------|
| | CEDAR BREAKS Park (4 Day) SHIFT 2 | |
| 0004a | a. Winter Season – 90 Days (1 October 2013 thru 31 March 2014) | \$ |
| 0004b | b. Winter Season – OPTION YEAR – 90 Days (1 October 2014 thru 31 March 2015) | \$ |
| | TOTAL COST | \$ |

| Item # | Attendant Position | Lump Sum Cost |
|---------------|---|----------------------|
| | RUSSELL Park (4 Day) SHIFT 1 | |
| 0005a | a. Winter Season – 104 Days (1 October 2013 thru 31 March 2014) | \$ |
| 0005b | b. Winter Season – OPTION YEAR–104 Days (1 October 2014 thru 31 March 2015) | \$ |
| | TOTAL COST | \$ |

BID SCHEDULE BELTON AND STILLHOUSE HOLLOW LAKES

6 Month Contract Gate Attendant Services on Belton Lake for the following periods:

| | |
|------------------------|---|
| Base Period | October 1, 2013 – March 31, 2014 |
| Option Period 1 | October 1, 2014 – March 31, 2015 |
| Option Period 2 | October 1, 2014 – March 31, 2016 |

| Item # | Attendant Position | Lump Sum Cost |
|--------|-----------------------------------|---------------|
| 0006a | Cedar Ridge Park Shift A Base | \$ _____ |
| 0006b | Cedar Ridge Park Shift A Option 1 | \$ _____ |
| 0006c | Cedar Ridge Park Shift A Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0007a | Cedar Ridge Park Shift B Base | \$ _____ |
| 0007b | Cedar Ridge Park Shift B Option 1 | \$ _____ |
| 0007c | Cedar Ridge Park Shift B Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0008a | Westcliff Park Shift A Base | \$ _____ |
| 0008b | Westcliff Park Shift A Option 1 | \$ _____ |
| 0008c | Westcliff Park Shift A Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0009a | Westcliff Park Shift B Base | \$ _____ |
| 0009b | Westcliff Park Shift B Option 1 | \$ _____ |
| 0009c | Westcliff Park Shift B Option 2 | \$ _____ |
| | Grand Total | \$ _____ |

| Item # | Attendant Position | Lump Sum Cost |
|--------|-----------------------------------|---------------|
| 0010a | White Flint Park Shift A Base | \$ _____ |
| 0010b | White Flint Park Shift A Option 1 | \$ _____ |
| 0010c | White Flint Park Shift A Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0011a | White Flint Park Shift B Base | \$ _____ |
| 0011b | White Flint Park Shift B Option 1 | \$ _____ |
| 0011c | White Flint Park Shift B Option 2 | \$ _____ |
| | Grand Total | \$ _____ |

1 Year Contract Gate Attendant Services on Belton Lake for the following periods:

Base Period **October 1, 2013 – September 30, 2014**
Option Period 1 **October 1, 2014 – September 30, 2015**
Option Period 2 **October 1, 2014 – September 30, 2016**

| Item # | Attendant Position | Lump Sum Cost |
|---------------|--------------------------------------|----------------------|
| 0012a | Live Oak Ridge Park Shift A Base | \$ _____ |
| 0012b | Live Oak Ridge Park Shift A Option 1 | \$ _____ |
| 0012c | Live Oak Ridge Park Shift A Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0013a | Live Oak Ridge Park Shift B Base | \$ _____ |
| 0013b | Live Oak Ridge Park Shift B Option 1 | \$ _____ |
| 0013c | Live Oak Ridge Park Shift B Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| Item # | Attendant Position | Lump Sum Cost |
| | | |

| | | |
|-------|-------------------------------------|----------|
| 0014a | Temple's Lake Park Shift A Base | \$ _____ |
| 0014b | Temple's Lake Park Shift A Option 1 | \$ _____ |
| 0014c | Temple's Lake Park Shift A Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0015a | Temple's Lake Park Shift B Base | \$ _____ |
| 0015b | Temple's Lake Park Shift B Option 1 | \$ _____ |
| 0015c | Temple's Lake Park Shift B Option 2 | \$ _____ |
| | Grand Total | \$ _____ |

6 Month Contract Gate Attendant Services on Stillhouse Hollow Lake for the following periods:

Base Period **October 1, 2013 – March 31, 2014**
Option Period 1 **October 1, 2014 – March 31, 2015**
Option Period 2 **October 1, 2014 – March 31, 2016**

| Item # | Attendant Position | Lump Sum Cost |
|---------------|---------------------------------|----------------------|
| 0016a | Dana Peak Park Shift A Base | \$ _____ |
| 0016b | Dana Peak Park Shift A Option 1 | \$ _____ |
| 0016c | Dana Peak Park Shift A Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0017a | Dana Peak Park Shift B Base | \$ _____ |
| 0017b | Dana Peak Park Shift B Option 1 | \$ _____ |
| 0017c | Dana Peak Park Shift B Option 2 | \$ _____ |
| | Grand Total | \$ _____ |

| Item # | Attendant Position | Lump Sum Cost |
|--------|-----------------------------------|---------------|
| 0018a | Stillhouse Park Shift A Base | \$ _____ |
| 0018b | Stillhouse Park Shift A Option 1 | \$ _____ |
| 0018c | Stillhouse Park Shift A Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0019a | Stillhouse Park Shift B Base | \$ _____ |
| 0019b | Stillhouse Park Shift B Option 1 | \$ _____ |
| 0019c | Stillhouse Park Shift B Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0020a | Union Grove Park Shift A Base | \$ _____ |
| 0020b | Union Grove Park Shift A Option 1 | \$ _____ |
| 0020c | Union Grove Park Shift A Option 2 | \$ _____ |
| | Grand Total | \$ _____ |
| 0021a | Union Grove Park Shift B Base | \$ _____ |
| 0021b | Union Grove Park Shift B Option 1 | \$ _____ |
| 0021c | Union Grove Park Shift B Option 2 | \$ _____ |
| | Grand Total | \$ _____ |

**BID SCHEDULE
SOMERVILLE LAKE**

Contract Gate Attendant Services for **one (1) year** at the following Parks for the period 1 October 2013 through 30 September 2014.

| Item # | Attendant Position | Lump Sum Cost |
|---------------|--|----------------------|
| | Rocky Creek Park (4 Day) A | |
| 0022a | a. Winter Season (1 October through 28 February) | \$ |
| 0022b | b. Summer Season (1 March through 30 September) | \$ |
| | TOTAL COST | \$ |

| Item # | Attendant Position | Lump Sum Cost |
|---------------|--|----------------------|
| | Rocky Creek Park (4 Day) B | |
| 0023a | a. Winter Season (1 October through 28 February) | \$ |
| 0023b | b. Summer Season (1 March through 30 September) | \$ |
| | TOTAL COST | \$ |

SOMERVILLE LAKE cont'd.

| Item # | Attendant Position | Lump Sum Cost |
|---------------|--|----------------------|
| | Yegua Creek Park (4 Day) A | |
| 0024a | a. Winter Season (1 October through 28 February) | \$ |
| 0024b | b. Summer Season (1 March through 30 September) | \$ |
| | TOTAL COST | \$ |

| Item # | Attendant Position | Lump Sum Cost |
|---------------|--|----------------------|
| | Yegua Creek Park (4 Day) B | |
| 0025a | a. Winter Season (1 October through 28 February) | \$ |
| 0025b | b. Summer Season (1 March through 30 September) | \$ |
| | TOTAL COST | \$ |

**BID SCHEDULE
Granger Lake**

Contract Gate Attendant Services for the following Parks for the period
1 October 2013 through 31 March 2014

| Item # | Attendant Position | Lump Sum Cost |
|---------------|---|----------------------|
| | Wilson H Fox Park (4 Day) B | |
| 0026 | Base Year (1 October 2013 through 31 March 2014) | \$ |
| | TOTAL COST | \$ |

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

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

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

1.1.1 Definitions:

(a) Contractor: The person awarded the contract. Gate attendant.

(b) Contracting Officer (KO): The person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings on behalf of the Government. This person will be identified on the SF 1449 (Solicitation/Contract/Order for Commercial Items).

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

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

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

(b) All prospective contractors must be registered in System for Award Management (SAM) database prior to any award resulting from this solicitation. If at time of award, contractor is not registered, award will be made to the next successful "registered" offer. Registration may be accomplished via the internet at www.sam.gov.

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

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

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

1.4 General Information

1.4.1 Quality Control: *Not Applicable.*

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

1.4.2.1 Inspection and Contract Performance: The service performed by the contractor under the provisions of this contract shall be subject to inspections by the Contracting Officer or his designated representative to 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.

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

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

1.4.4 Hours of Operation: The hours of operation are as specified in Lake-specific appendices.

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

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

1.4.7 Security Requirements:

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

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

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

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

1.4.8 Special Qualifications: *Not Applicable*.

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

1.4.10 Contracting Officer Representative (COR): See Lake-specific appendices for COR requirements.

1.4.11 Contractor Key Personnel: *Not Applicable*.

1.4.12 Identification of Contractor Employees: *Not Applicable*.

1.4.13 Contractor Travel: *Not Applicable*.

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

1.4.15 Organizational Conflict of Interest: *Not Applicable*.

1.5 Government-Furnished Items and Services:

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

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

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

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

1.6 Contractor-Furnished Items and Responsibilities:

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

1.6.2 Equipment: The contractor will provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager prior to work start date. All motor vehicles and operators will comply with state laws such as licensed operators, vehicle safety equipment, etc. The Gate Attendant may be required to display the vehicle identification provided by the Corps of Engineers on the vehicle while on duty. The Gate Attendant's vehicle will not display Emergency Red and/or Blue Lights, use a siren, or otherwise represent an appearance of an emergency vehicle while on duty. The contractor will supply the gas for operation of the vehicle while on duty.

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

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

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

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

1.9 Attachment/Technical Exhibit List:

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

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

1.10 Safety:

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

1.11 Work to be Performed.

1.11.1 User Fees: The Contractor will follow fee collection, credit voucher, refund, campsite reservation and remittance procedures established by the U.S. Army Corps of Engineers, Fort Worth District Use Fee Program SOP.

(a) User Fee Collection: The Contractor is required to collect User Fees daily, to ensure visitors have paid applicable user fees, utilizing the U.S. Army Corps of Engineers User Permit (ENG Form 4457), National Recreation Reservation Service (NRRS), Outdoor Recreation Management Suite (ORMS) Field Manager Program, an automated cash register, and/or collection from an honor vault. This includes going through the park to collect and safeguard fees when necessary. The Contractor is required to collect user fees for specialized recreation sites, facilities and services provided by the Corps of Engineers. This may include, but is not limited to, camping, group facility use, day use, special facility use, and multiple site rental use. The Contractor is required to accept cash, personal check, traveler's checks, money orders or credit card payments as methods of use fee payment.

(b) Audits and Fee Security: The Contractor will be responsible for User Fee Permits (ENG Form 4457), cash register receipts and journal, computer generated receipts, signed credit card receipts, and all collected forms of use fee payments until turned over to an authorized fee collector/cashier. The Contractor may be audited at any time, with or without prior notice, and is required to place all forms of collected use fee payments/monies in the gatehouse cash drawer or fee safe provided immediately upon receipt. The cash drawer or fee safe will remain closed immediately after every transaction and the automatic lock shall not be defeated at any time.

(c) Cash on Hand: The Contractor/Gate Attendant is required to have personal cash on hand at all times (minimum of \$50.00) to make change. A signed statement with the amount of personal funds in use will be placed in the cash drawer and updated immediately anytime this amount changes. Refer to the lake appendices for amounts required at each park.

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

1.11.2 Campsite Reservations: The Contractor will comply with local and District policies for reservations. The contractor will adhere to guidelines and procedures established under the National Recreation Reservation System, using Outdoor Recreation Management Suite (ORMS) Field Manager program in the campground. The contractor may also be required to take advance campsite reservations, which would consist of receiving and booking reservations requests, collecting and processing camping fees, and handling cancellation and refund requests. The Contractor will be required to perform some or all the following duties daily:

(a) Pick up reservation data reports, i.e. bookings, arrival reports, cancellation reports, etc., from the local lake office or accept the reports delivered in person, and /or transmitted by telephone, electronic mail received through a computer, facsimile machine, etc.

- (b) Maintain and update necessary status reports utilizing charts, status boards, note pads, card systems, computer/cash register systems, ORMS, Field Manager, NRRS, etc., to ensure that campsite status is kept current at all times.
 - (c) Keep records and monitor date of arrivals, departures, no-shows, cancellations, etc.
 - (d) Fill out refund and credit voucher forms according to policy.
 - (e) Post or identify reserved and vacant campsites by positing provided signs or markers. The Contractor will also maintain records as necessary for the administration of the campsite reservation program as directed by the Lake Manager. The Contractor will accept the campsite reservation permit/confirmation letter as both proof and payment of the reservation.
- 1.10.3 Group Shelters: The contractor will keep records and insure compliance of group shelter use as required by the Lake Manager including the use of the NRRS system, where applicable.
- 1.10.4 Camping Status: The Contractor will record the campsite occupied and maintain record of the current status for each campsite occupied. The contractor will keep written records of each camper's length of stay to insure compliance with the Fort Worth District camping policy. The contractor will register park users, issue appropriate passes and deliver messages to visitors as required by the Lake Manager. The Contractor will keep a written record of campers who are turned away due to lack of campsites or campsites with desired hook-ups. The Contractor shall also participate as required in all Recreation Use Surveys that may be conducted.
- 1.10.5 Park Inspection: The contractor will inspect the park area and facilities a minimum number of times each day as required by the lake appendices. Inspections will be made in a vehicle provided and maintained by the contractor. During all inspections, if the contractor observes park users violating Corps of Engineers rules and 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 Lake Manager as soon as practical.
- 1.10.6 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.
- 1.10.7 Disturbances: The contractor will promptly report all accidents, violations of law, disturbances, and situations that could affect health and safety of visitors to the Park Ranger. In the event the contractor is unable to communicate with the Park Ranger and the situation dictates, the contractor will contact the local law enforcement officers as soon as practical. All communications with local law enforcement officers will be reported to the Park Ranger or Lake Manager, on the next workday. The Contractor will not attempt to apprehend any violators or enforce rules, regulations or laws. Attendants will inform park visitors of rules, regulations and laws and refer 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 local law enforcement agency and to the Lake Manager.
- 1.10.8 Complaints: The contractor will keep a written record of all complaints and criticisms of park facilities. These records will be given to the Lake Manager at regular intervals or upon request.

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

1.11 Image, Personal Appearance and Uniform Dress:

1.11.1 Favorable Image of the Corps: The contractor will promote a favorable image of the Corps through personal appearance, actions, attitude and a willingness to assist park visitors in a prompt, courteous manner.

1.11.2 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. Cut-offs are not allowed, and shorts must be knee-length or longer.

1.11.3 Uniform Dress: Government-furnished shirts or vests and identification badges or tags may be required at some locations, at the discretion of the Lake Manager.

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

1.13 Living Area and Gatehouse Maintenance:

1.13.1 Trailer Area Maintenance: The contractor will maintain the area where the trailer is parked (Gate Attendant Site) in a clean and sanitary condition at all time. No dog pens, horse corrals, poultry cages or similar facilities for pets or the raising of animals will be allowed.

1.13.2 Pets: All pets will be confined in the contractor's trailer or on a leash of 6-foot or less in length and must not disturb park visitors. The contractor's site will remain clean of animal waste at all times. Pets will have all vaccinations as required by the state laws and will wear a collar that displays the vaccination tags at all times. No pets are allowed inside the gatehouse.

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

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

1.13.6 Gatehouse Maintenance: The contractor will maintain the gatehouse in a clean, orderly and sanitary condition at all times. Gate attendants will provide all equipment, tools, and supplies necessary to clean the gatehouse. Only authorized personnel are to enter the gatehouse at any time.

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

1.13.7 Living Quarters Security: Security of the contractor's living quarters and all personal property shall remain the contractor's responsibility throughout the duration of the contract. The Government accepts no responsibility for, nor will it be liable for, damage or theft occurring to the contractor's property.

1.14 No Soliciting: Contractor will not solicit, advertise, sell or offer to sell any unauthorized goods or services to campers or visitors on public property (CFR Title 26, Section 327.18).

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

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

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

1.18 Security Bonding:

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

(a) Obtain a Business Services, Volunteer in Parks (VIP), Fidelity, or Dishonesty bond from an insurance agent meeting the criteria stated in 1.14.1, above. The cost of the bond varies by type, individual and the issuing company.

(b) Furnish an irrevocable, unconditional letter of credit from a financial institution in the specified amount.

*****SPECIAL NOTICE*****

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

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

1.19 General Liability and Other Insurance: In addition to automobile insurance required in 1.6.2 Equipment, the contractor is responsible for obtaining and paying for any other insurance desired, including but not limited to, medical, general liability, and comprehensive property. The contractor may be responsible for damage to private or government property if in the opinion of the Contracting Officer or his designated representative the damage is a result of contractor negligence.

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

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

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

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

1.24 Government Property: The contractor will be required to return Government property on the last day of the contract. The Contractor will be held liable for any missing or damaged government equipment or materials. **Computers, printers, radios, and telephone equipment provided by the government are for official use only.** Contractor shall not use gate house computers for personal business or install any personally owned software. Any damages incurred as result of personally-owned software being installed on the Government computers will be considered damages to Government property and Contractor will be held responsible for reimbursement to the Government any cost associated with repairs or replacement of the equipment. Final payment will not be paid until all Government property is returned and all fee monies have been turned in.

1.25 Absenteeism: The Lake Manager should be contacted and given as much advance notice as possible about anticipated absences. The Lake Manager must approve all absences in advance. An absence by any one or both of the two-person contract team, without prior approval by the Lake Manager, is grounds for dismissal of the contractor and termination of the contract. If arrangements will be made for someone to cover the shift, these persons must be approved in advance by the Lake Manager and must meet the required bonding and insurance requirements. Payment for time not performed will be subtracted from the lump sum amount at the daily rate. The daily rate is calculated by dividing the lump sum by the total number of days.

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

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

1.28 Termination. Failure of the contractor to provide items in full and to provide complete services listed in the contract specifications and applicable specific park sheets may be grounds for termination. Breach of contract and/or voluntary termination of contract without sufficient cause may jeopardize the contractor's standing for future contract with the U.S. Army Corps of Engineers. Contractors may be terminated if the Government determines Gate Attendant services are no longer needed due to unforeseen closures of the park or major facilities (e.g., beaches, boat ramps, restrooms, campgrounds). Unforeseen closures would include those resulting from droughts, flood, storm damage, infrastructure failure and previously unknown safety hazards.

1.28.1 Grounds for Termination. Inappropriate conduct or unacceptable actions of a contractor may be grounds for termination of the contract. Examples of actions meriting termination include, but are not limited to:

- (a) Theft, misappropriation, personal use, and/or improper security and accountability of user fees or government services, property, equipment, facilities and/ or supplies. Any of these acts may also result in criminal prosecution.
- (b) Consumption of alcoholic beverages and/or intoxication while on duty, and possession or use of illicit drugs at any time.
- (c) Discrimination, harassment, profanity, or other inappropriate behavior perpetrated against customers, Corps personnel, or other contractors.
- (d) Recurring written and/or verbal complaints from visitors and/or Lake Office personnel on Attendant's attitude, lack of cooperation and/or resistance to implementation of policies and program as directed by the Lake Manager or his/her authorized representative.
- (e) Failure to follow security procedures, including the allowance of unauthorized personnel inside the gatehouse or the contractor (non-public) work area of the gatehouse/entrance stations.
- (f) Inability to perform duties and job responsibilities in accordance with the General Specifications, Specific Park Sheet(s) and Lake Office Gate Attendant Manual.
- (g) Violations of public health and safety, including smoking in the gatehouse.
- (h) Failure to maintain a neat, clean, well-groomed personal appearance.
- (i) Failure to abide by Title 36 CFR, Chapter III, Section 327.

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

1.30 Contract Option Period: The Government retains the right to exercise option periods at its discretion. Option periods shall obligate contractor services for the following year for the same season awarded.

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

**APPENDICES PERFORMANCE WORK STATEMENT (PWS)
GATE ATTENDANT SERVICES**

BELTON AND STILLHOUSE HOLLOW LAKES

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

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

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

1.3 Period of Performance: Estimated deliverables for Belton and Stillhouse Hollow Parks.

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|--|--------------------|---------------------------|-------------------------|---------------------------|
| 6 Months (Shift A) a. Winter Season (1 October- 31 March) | 92 | 1472 | 1039 | 736 |
| 6 Months (Shift B) a. Winter Season (1 October- 31 March) | 90 | 1440 | 1015 | 720 |
| 1 Year (Shift A) (1 October – 30 September) | 184 | 2944 | 2168 | 1472 |
| 1 Year (Shift B) (1 October – 30 September) | 181 | 2896 | 2134 | 1448 |

1.4 General Information

1.4.1 Quality Control: Not applicable.

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

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

| | |
|-----------------------------------|---------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr.'s Birthday | Columbus Day |
| President's Day | Veteran's Day |

Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

1.4.4 Hours of Operation: Contractors are required to reside in the park and shall maintain 24-hour surveillance when on duty. All contractors shall be on a “4 on and 4 off” shift schedule. Gate attendant “A” positions shall begin work on the first contract day (Winter: October 1, Summer: April 1) for 4 days and are off for the next 4 days. Gate attendant “B” positions start work on the 5th day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.

- 4.1. Shift Change: Following the shift on the 4th and 8th day, the contractor is off duty at park closing time and the other gate attendant is on duty and must be in the park for after hour’s emergencies or other unexpected events. This pattern continues throughout the term of the contract.
- 4.2. Holidays: Contractors are required to work all holidays that fall on their duty days.
- 4.3. Surveillance Hours: The park hours are 6:00 AM - 10:00 PM during which visitor assistance duties shall be required in accordance with the U.S. Army Corps of Engineers Fort Worth District Gate Attendant Performance Work Statement, all Paragraphs.
- 4.4. Gatehouse Hours: The 6 month winter gatehouse hours are 9:00 AM – 10:00 PM Friday and Saturday and 9:00 AM – 9:00 PM Sunday through Thursday, during which business transactions are recommended inside the gatehouse. Heavy use periods may require extended hours not to exceed 6:00AM – 10:00 PM. In addition, in 1 year contracts the summer gatehouse hours are 9:00 AM – 10:00 PM Friday and Saturday and 9:00 AM – 9:00 PM Sunday through Thursday. Gatehouse hours of operation changes may be made with one (1) week advance notice from the Lake Manager. (See table below)
- 4.5. Availability Hours: (10:00 PM - 6:00 AM) during which the Contractor must be inside the park to response to unexpected events.

| Contractor | Mon | Tues | Wed | Thurs | Fri | Sat | Sun |
|------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 6 Months Winter | | | | | | | |
| Surveillance Hours | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 |
| Gate House Hours | 1000-2100 | 1000-2100 | 1000-2100 | 1000-2100 | 1000-2200 | 1000-2200 | 1000-2100 |
| Availability Hours | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 |
| 1 Year | | | | | | | |
| Surveillance Hours | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 |
| Gate House Hours | | | | | | | |
| Winter | 1000-2100 | 1000-2100 | 1000-2100 | 1000-2100 | 1000-2100 | 1000-2100 | 1000-2100 |
| Summer | 0900-2100 | 0900-2100 | 0900-2100 | 0900-2100 | 0900-2200 | 0900-2200 | 0900-2100 |
| Availability Hours | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 |

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

- 1.4.5.1. **White Flint Park**: Facilities include 12 screen shelters, 13 campsites with water and electric hook-ups, restroom with hot showers, a boat ramp, and dump station. Attendants at White Flint Park operate the reservation program for White Flint and Winkler Parks at the White Flint gatehouse and may be required to open and close gates and make rounds in Winkler Park in the absence of a volunteer at Winkler Park or as required by the Lake Manager. A storage building is available for the attendants use.
- 1.4.5.2. **Cedar Ridge Park**: Facilities include 68 campsites with water and electric hook-ups, eight screen shelters, a group camp area and two day use group picnic shelters, restrooms with hot showers, camper activity center with a meeting area and coin operated washers & dryers, two boat ramps, fishing dock, swimming beach, playground, basketball court, dump station and a privately

owned marina. Free wireless Internet access is available at the park. A storage building is available for the attendants use.

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

1.4.5.4. **Live Oak Ridge Park:** Facilities include 48 campsites with water and electric hook-ups, restrooms with hot showers, playground, boat ramp, dump station and camper activity center with a meeting area and coin operated washers & dryers. Free wireless Internet access is available at the park. Attendants at this park shall operate the reservation program for Live Oak Ridge and Belton Lakeview's (2 group shelters) at the Live Oak Ridge gatehouse.

1.4.5.5. **Westcliff Park:** Facilities include 27 campsites with water and electric hook-ups, 4 tent sites, a picnic area, restrooms with hot showers, a boat ramp, swimming beach, and playground. A storage building is available for the attendants use.

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

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

1.4.5.8. **Union Grove Park:** Facilities include 37 campsites with water and electric hook-ups, three screen shelters, restroom with hot showers, a swim beach, playground, fishing dock and a boat ramp. The fishing dock and boat ramp are available to day users.

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

1.4.7 Security Requirements: Not applicable.

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

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

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

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

1.4.8 Special Qualifications: Not applicable.

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

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

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

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

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

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

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

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

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

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

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

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

1.10 Attachment/Technical Exhibit List:

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

TECHNICAL EXHIBIT 1

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

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

1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

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

1.10 Work to be Performed:

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

1.10.2 User Fees: The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), cash register or User Fee Permit Books. Monies, fee books, annual day use fee passes, credit vouchers, credit card receipts, America the Beautiful Senior Pass, America the Beautiful Access Pass and user fee permits will be stored in a permanently installed vault or safe provided by the Government, or as directed by the Lake Manager. User fees and user fee documents will be collected from the Gate Attendants at the gatehouses by a Park Ranger or contract fee collection personnel, or the Gate Attendants may be required to turn in user fee documents to Park Ranger at the Lake Office or contract fee collector at their main office. In the event fees do not balance, the contractor shall be responsible for any shortage and any excess collections shall be added to the total.

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

Park Hours of Operation, Belton & Stillhouse Hollow Lakes

| Location | Open AM | Close PM | Mileage* | Responsible Attendant |
|-----------------------------|----------------|-----------------|-----------------|------------------------------|
| Cedar Ridge Park | 6:00 | 10:00 | N/A | Cedar Ridge |
| Temple Park | 6:00 | 9:00 | N/A | Temple |
| Live Oak Ridge Park | 6:00 | 10:00 | N/A | Live Oak Ridge |
| Miller Springs NA | 8:00 | Sunset*** | 0.2 mile | Live Oak Ridge |
| Miller Springs Park | 8:00 | Sunset*** | 0.5 mile** | Live Oak Ridge |
| Belton Lakeview Park | 8:00 | Sunset*** | 4 miles | Live Oak Ridge |
| Westcliff Park | 6:00 | 10:00 | N/A | Westcliff |
| Westcliff Day-Use | 6:00 | 9:00 | N/A | Westcliff |

| | | | | |
|------------------------------|------|-----------|---------|-------------|
| White Flint Park | 6:00 | 10:00 | N/A | White Flint |
| Winkler Park**** | 6:00 | 10:00 | 2 miles | White Flint |
| Stillhouse Beach Area | 6:00 | 9:00 | N/A | Stillhouse |
| Stillhouse Entrance | 6:00 | 9:00 | N/A | Stillhouse |
| Chalk Ridge Falls NA | 8:00 | Sunset*** | 12.0 | Stillhouse |
| Dana Peak Park | 6:00 | 10:00 | N/A | Dana Peak |
| Dana Peak Day-Use | 6:00 | 9:00 | N/A | Dana Peak |
| Union Grove Park | 6:00 | 10:00 | N/A | Union Grove |
| Rivers Bend Park | 6:00 | Sunset*** | 4.0 | Union Grove |

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

** **Miller Springs Park and Belton Lakeview Park mileage shown is 4.0 mi round trip to close Belton Lakeview Park plus 0.5 mi round trip deviation necessary to close Miller Springs Park during the same trip.**

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

**** **Park Host (Volunteer) located at this park shall open and close the park gates.**

1.10.4 Camping Status: The Contractors camping status log will match the reservation arrival reports. The Contractor will make sure that the individuals that are on the reservation arrival reports are current and in agreement with NRRS, ORMS (Outdoor Recreation Management System) or the ORMS reservation reports. Contractor shall perform the duty of changing campsite status markers in accordance with established policies of the Lake Manager.

1.10.5 Park Inspections: The Contractor shall patrol entire park a minimum of two (2) times daily during the winter season (1 October through 31 March) and four (4) times daily during the summer season (1 April through 30 September) in accordance with established policy of the Lake Manager. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep a patrol inspection report in a neat and timely manner. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cutoffs will be turned on and off as required by the Lake Manager.

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

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

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

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

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

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

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

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

1.10.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports.

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

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

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

1.10.9.4 Additional Information contact: Park Ranger Giacomozzi (254) 939-2461.

1.10.9.5 Site Visit: Recommended for first time bidders.

APPENDICES PERFORMANCE WORK STATEMENT (PWS)**GATE ATTENDANT SERVICES****CANYON LAKE**

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

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

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

1.3 Period of Performance: Estimated deliverables for Cranes Mill Park and Potters Creek Park.

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|---|--------------------|---------------------------|-------------------------|---------------------------|
| Cranes Mill B Base Year 1 October 2013 – 31 March 2014 | 90 | 180 | 1350 | 720 |
| Cranes Mill B Option Year 1 October 2014 – 31 March 2015 | 90 | 180 | 1350 | 720 |
| Potters Creek B Base Year 1 October 2013 – 31 March 2014 | 90 | 180 | 1350 | 720 |
| Potters Creek B Option Year 1 October 2014 – 31 March 2015 | 90 | 180 | 1350 | 720 |

1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the

Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

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

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

1.4.4 Hours of Operation: Both Contractors “A” and “B” will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all of the federal holidays that fall within their normal four-day shift. Twenty-four hour shifts begin at 10 pm each night and end at 10 pm the following night. Contractor “A” will begin work on 1 October and work 4 days and be off 4 days. Contractor “B” will start work on 5 October work 4 days then off 4 days. This pattern continues throughout the term of the contract. Gate Attendants shall be considered on-duty in the gatehouse during the hours between 7 am and 10 pm. Between the hours of 10 pm and 7 am Gate Attendants shall be considered available for emergency duty should it be necessary to assist park visitors or meet other contract specifications. The contractor working **B-shift** will provide 1350 hours dedicated to providing assistance to park visitors in the gate house.

| Contractor | Monday - Sunday |
|---------------------------|------------------------|
| Cranes Mill Park | |
| Surveillance Hours | 2 hours a day |
| Gate House Hours | 7 am – 10 pm |
| Availability Hours | 10 pm – 7 am |
| Potters Creek Park | |
| Surveillance Hours | 2 hours a day |
| Gate House Hours | 7 am – 10 pm |
| Availability Hours | 10 pm – 7 am |

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

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

1.4.5.2 **Potters Creek Park**: Potters Creek Park is a camping only park located approximately 24 miles northwest of I-35 and New Braunfels, TX, off FM 306. During the winter, 1 October to 31 March, half of the park is closed and only 99 campsites are open. Gatehouse is located across the street from gate attendant pad site. The gatehouse is equipped with central heat and air conditioning

and restroom facilities. The Government provides a 50 amp electrical, water and sewage hook-up at each Contractor RV site.

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

1.4.7 Security Requirements: Not applicable.

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

1.4.7.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

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

(b) Lock Combinations: **Not Applicable**

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Lake Manager or their representative, at the Canyon Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this lake appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.

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

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

1.4.14 Data Rights: Not applicable.

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

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

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

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

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

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

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift. 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.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

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

1.11 Attachment/Technical Exhibit List:

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

TECHNICAL EXHIBIT 1

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

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

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

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

1.10 Work to be Performed:

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

1.10.2 User Fees: The contractor will collect all user fees. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS). User fees will be collected from the Contractor at the park by a fee collector. The contractor will be responsible for converting cash into a money order or cashier check at no cost to the government. The Contractor will prepare, balance and sign fee collection documents. In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.

1.10.3 Gate Operations: Park entrance gates will be open and closed according to park hours. Cranes Mill and Potters Creek open at 7 am and close at 10 pm each night. Additional, Cranes Mill gate attendants will be responsible for opening the gate to the outside Crappie Dock at 7 am and closing it at sunset, if the area is open.

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

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

1.10.6 Group Shelters: Not Applicable.

1.10.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger.

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

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

- (a) Toilet facilities
- (b) Carpet - vacuumed
- (c) Floors - swept and mopped
- (d) Windows - washed
- (e) Entire interior building surfaces - dusted and cleaned if necessary
- (f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse will be free of litter

(g) All trash cans - emptied

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

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

1.10.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Canyon Lake Gate Attendant Handbook. No mail is allowed to be sent to the park. Contractors will need to establish a mail box off premises.

**APPENDICES PERFORMANCE WORK STATEMENT (PWS)
GATE ATTENDANT SERVICES
LAKE GEORGETOWN**

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

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

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

1.3 Period of Performance: Estimated deliverables for Cedar Breaks Park, Jim Hogg Park, and Russell Park.

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|--|--------------------|---------------------------|-------------------------|---------------------------|
| Cedar Breaks Park Shift 1 <small>Winter Season (1 October- 31 March)</small> | 92 | 368 | 909 | 931 |
| Cedar Breaks Park Shift 2 <small>Winter Season (1 October- 31 March)</small> | 90 | 360 | 885 | 915 |
| Jim Hogg Park Shift 1 <small>Winter Season (1 October- 31 March)</small> | 92 | 368 | 909 | 931 |
| Jim Hogg Park Shift 2 <small>Winter Season (1 October- 31 March)</small> | 90 | 360 | 885 | 915 |
| Russell Park Shift 1 <small>Winter Season (1 October- 31 March)</small> | 104 | 416 | 936 | 1144 |

1.4 General Information

1.4.1 Quality Control: Not applicable.

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

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

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

1.4.4 Hours of Operation: Both Contractors Shift 1 and Shift 2 will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all of the federal holidays that fall within their normal four-day shift. Russell Park will work Thursday through Sunday, off Monday through Wednesday. Twenty-four hour shifts begin at 1200 a.m. each morning and end at 11:59 p.m. that night. Gate Attendant shall be considered on-duty during the hours between 6:00 a.m. and 10:00 p.m. Contractor Shift 1 will begin work on 1 October and work 4 days and be off 4 days. Contractor Shift 2 will start work on 5 October work 4 days then off 4 days. This pattern continues throughout the term of the contract. Under Shift 1 and Shift 2, contractor will provide 2208 hours and 2160 hours respectively in Cedar Breaks and Jim Hogg Parks and 2496 hours in Russell Park, dedicated to providing assistance to park visitors. Between the hours of 10:00 p.m. and 6:00 a.m., Gate Attendants shall be considered available for emergency duty should it be necessary to assist park visitors or to meet other contract specifications. Gate house hours of operation changes may be made with one (1) week advance notice from the Lake Manager.

| Contractor | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Cedar Breaks Park Surveillance Hours Gate House Hours Availability Hours | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-2200 2200-0600 | 0600-1000 1000-2200 2200-0600 | 0600-1000 1000-1900 1900-0600 |
| Jim Hogg Park Surveillance Hours Gate House Hours Availability Hours | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-2200 2200-0600 | 0600-1000 1000-2200 2200-0600 | 0600-1000 1000-1900 1900-0600 |
| Russell Park Surveillance Hours Gate House Hours Availability Hours | | | | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-1900 1900-0600 | 0600-1000 1000-1900 1900-0600 |

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Lake Georgetown. Lake Georgetown is located on the north fork of the San Gabriel River, approximately 5 miles west of Georgetown and 30 miles north of Austin, Texas. Additional information is available at the Lake Georgetown web page <http://www.swf-wc.usace.army.mil/georgetown/>

1.4.5.1 Cedar Breaks Park: Facilities include 64 campsites with water and 20/30/50 amp electric hook-ups, day use area with 39 sites, 2 large picnic shelters, 2 fishing docks, 4 restrooms (2 with hot showers), 1 boat ramp and 1 dump station. **Effective 8 Oct 13 all sites will be reservable as site specific.**

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

1.4.5.3 Russell Park: Facilities include 27 non-electric sites (10 screened shelters, 17 primitive sites) for tent camping only, day use area with swim beach and 43 picnic sites, 5 group shelters, 5 restrooms, and 1 boat ramp. ***Effective 8 October 2013 all sites will be reservable as site specific.**

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

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

1.4.7 Security Requirements: Not applicable.

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

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

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

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

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Lake Manager or their representative, at the Lake Georgetown Project Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this lake appendix. 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. The pre-work conference will begin at 1:00 pm and conclude approximately 4:30 pm. Gate Attendants shall attend additional training sessions as required by the Lake Manager during the contract on a regularly scheduled workday.

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

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

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

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

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

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, telephone and radio communication equipment. A small refrigerator and microwave is located at Cedar Breaks, Jim Hogg and Russell parks for the contractors use.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, markers, water hose and sprinklers. The contractor may be responsible for picking up all supplies necessary to operate the gate house. These will be available at the project office during normal business hours (Monday – Friday 8:00 am to 4:00 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 gate house. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Lake Georgetown Gate Attendant Handbook.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

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

1.6.2 Equipment: The Contractor shall provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager prior to work start date. Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gate house. All cleaning supplies will be provided by the contractor. Deficiencies in this area will be corrected immediately upon notification by the Lake Manager or his representative. Smoking is not allowed in any gate house or within 30 feet of the gate house. Pets are not permitted in the gate house at anytime except for animals trained in, and aiding the handicapped. Failure to comply with this regulation can result in cleaning or replacement of the carpet at the contractor's own expense.

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

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall be available during the entire work shift as specified by the Lake Manager. Cedar Breaks and Jim Hogg Park contractors will be required to work a four (4) day on and four (4) day off shift. Russell Park will work a four (4) day on and three (3) day off shift.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

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

1.12 Attachment/Technical Exhibit List:

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

TECHNICAL EXHIBIT 1

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

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

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

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

1.10 Work to be Performed:

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

1.10.2 User Fees: The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. The contractor will be responsible for acquiring a surety bond in the amount of \$5,000.00 prior to start of contract. The contractor will collect all user fees. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS) ORMS (Outdoor Recreation Management System), cash register or User Fee Permit Books. Additional user fees in nearby park areas and hunting permit fees may be collected 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. No fee collection contract will be in effect. The contractor will be required to convert all cash received during their 4 day work period into a bank cashier's check and remit them (along with all checks received) to the lake office during specified times and dates. The contractor will be responsible for, but not limited to, the cost of acquiring all cashier's checks needed during their 4 day work periods. The estimated number of certified checks required per attendant will be twenty-five (25). All gate attendants are required to remit their paperwork and receipts to the Project office as instructed by the fee collector. Gate attendants will be personally responsible for any failure to collect fees. In the event fees do not balance, the contractor shall be responsible for any shortage and any excess collections shall be entered into the NRRS ORMS and added to the total. The gate house, cash drawers and all safes therein will be locked at all times. Only authorized personnel are permitted in the gate house at any time.

1.10.3 Gate Operations: Park entrance gates will be closed at 10:00 p.m. each night and opened at 6:00 a.m. each morning. Between 10:00 p.m. and 6:00 a.m., Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. The Cedar Breaks and Jim Hogg gate houses are required to be operated from 10:00 a.m. until 7:00 p.m. on Sunday thru Thursday and 10:00 a.m. thru 10:00 p.m. on Friday and Saturday except on occasions deemed necessary by the Corps. Russell Park gate house will work from 10:00 a.m. until 7:00 p.m. on Thursday thru Sunday except on occasions deemed necessary by the Corps. 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. Gate attendants may be required to direct traffic flow from outside the gate house for several hours during periods of heavy use in any park. Additional gates in nearby free park areas will also be opened and closed by Gate Attendants as required by Lake Manager. Cedar Breaks Park Gate Attendant will open and close the gate at Overlook Park and the Stilling Basin. The Stilling Basin and the Overlook Park gates are required to be opened no later than 7:45 a.m. daily and closed at sunset. Approximate travel mileage is 32 miles round-trip per day. Day use areas and swim beach gates within a park are required to be opened at 6:00 a.m. and closed at sunset. Sunset time schedules will be supplied to the gate house and will be adhered to. 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. Russell Park gate attendants will additionally operate the NRRS ORMS for all fees collected for Tejas Camp which

includes 12 non-electric tent only sites and 1 group area. This includes registering all reservations as they arrive prior to the camper occupying a site at the park.

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

1.10.5 Park Inspections: The Contractor shall patrol the entire park a minimum of three (3) times daily, but more times will be required on holidays and busy weekends in accordance with established policy of the Lake Manager. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep a patrol inspection report in a neat and timely manner. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cutoffs will be turned on and off as required by the Lake Manager.

1.10.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will 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.

1.10.7 Lost and Found: The Contractor will maintain a lost and found department in the gate house. Any items not picked up after three (3) days will be turned in to a Park Ranger along with proper documentation. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

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

1.10.8.1 The gate house 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 - cleaned
- (b) Carpet - vacuumed
- (c) Floors - swept and mopped
- (d) Windows inside and outside- washed
- (e) Entire interior building surfaces - dusted and cleaned if necessary
- (f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gate house will be free of litter
- (g) All trash cans – emptied
- (h) Refrigerator and microwave - cleaned

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

1.10.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include, but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and Lake Georgetown Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Capital Regional Office Gate Attendant Handbook and Lake Georgetown Gate Attendant Handbook. A copy of the Capital Regional Office Gate Attendant Handbook and Lake Georgetown Gate Attendant Handbook will be available at the Lake Georgetown Office for review by prospective bidders. 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. All pets will be confined in the contractor's trailer or on a leash less than six feet in length. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The contractor may be required to take evaporation pond, water meter and lift station meter readings if no park host is available or on duty.

**For additional information about Lake Georgetown contact Olen Burditt or David Drain at 512/930-2283.

July 2012

Appendences Performance Work Statement
Granger Lake

1. **LOCATION:** Granger Lake is located on the San Gabriel River at river mile 31.9 and approximately 10 miles northeast of Taylor, Texas and 7 miles east of Granger.
2. **PARK DESCRIPTION:**
- 2.1. Wilson H. Fox Park:** Facilities include 49 campsites with water and electric hook-ups, 30 picnic shelters, 2 playgrounds, swim beach, fishing dock, group pavilion, 6 restrooms some with hot showers, 2 boat ramps and a dump station. A storage building is available for the contractors use. The Day Use area is closed from October 1 thru March 31 unless otherwise directed by the lake manager. When Day Use areas are open they will open at 6:00 am and close 30 minutes after sunset. Inspections of Taylor Park will be required if no volunteers are present in the park during its seasonal closure.
- 2.2. Taylor Park:** Facilities include 48 campsites with water and electric hook-ups, playground, 6 restrooms some with hot showers, boat ramp, hiking trail with additional trailhead located outside of main park area, and a dump station. A shared storage building is available for the contractors use. The Day Use area will be closed from October 1 thru March 31 unless otherwise directed by the lake manager. When Day Use areas are open they will open at 6:00 am and close 30 minutes after sunset.
- 2.3. Willis Creek Park:** Facilities include 27 campsites with water and electric hook-ups and four with sewer hook-ups, 10 primitive campsites, 5 picnic sites, 3 restrooms one with hot showers, boat ramp, equestrian trail, group shelter and a dump station. A shared storage building is available for the contractors use.
- 2.4. Friendship Park:** Facilities include 10 beach picnic sites, 34 picnic sites, horseshoe and washer pits, 2 restrooms one with hot showers, boat ramp, group shelter and a dump station. This park is closed from October 1 thru March 31. When Day Use areas are open they will open at 6:00 am and close 30 minutes after sunset.
3. **MANPOWER REQUIREMENTS:** 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.
4. **DUTY HOURS:** Both Contractors "A" and "B" will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all of the federal holidays that fall within their 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 10:00 pm. Contractor "A" will begin work on 1 October and work 4 day and off 4 days Contractor "B" will start work on 5 October work 4 days then off 4 days . This pattern continues throughout the term of the contract. Between the hours of 10:00 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.

| Contractor | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|------------|--------|---------|-----------|----------|--------|----------|--------|
|------------|--------|---------|-----------|----------|--------|----------|--------|

| | | | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Wilson H Fox Park Surveillance Hours Gate House Hours Availability Hours | 0600-2200 1000-1900 2200-0600 | 0600-2200 1000-1900 2200-0600 | 0600-2200 1000-1900 2200-0600 | 0600-2200 1000-1900 2200-0600 | 0600-2200 1000-2200 2200-0600 | 0600-2200 1000-2200 2200-0600 | 0600-2200 1000-1900 2200-0600 |
| Willis Creek Park Surveillance Hours Gate House Hours Availability Hours | 0600-2200 1000-1900 2200-0600 | 0600-2200 1000-1900 2200-0600 | 0600-2200 1000-1900 2200-0600 | 0600-2200 1000-1900 2200-0600 | 0600-2200 1000-2200 2200-0600 | 0600-2200 1000-2200 2200-0600 | 0600-2200 1000-1900 2200-0600 |

Estimated Deliverables

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|----------------------------|--------------------|---------------------------|-------------------------|---------------------------|
| Wilson H Fox Park A | 92 | 1472 | 903 | 736 |
| Wilson H Fox Park B | 90 | 1440 | 891 | 720 |
| Willis Creek Park A | 92 | 1472 | 903 | 736 |
| Willis Creek Park B | 90 | 1440 | 891 | 720 |

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

6. **PREWORK CONFERENCE:** Successful bidders will be required to attend a pre-work conference to be held at a date and time specified by the Lake Manager. It is the successful bidder’s responsibility to contact the lake office for pre-work conference time and date prior to the start of the contract. Training session will be held between 8:30 am and 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.

7. **GOVERNMENT FURNISHED ITEMS:** The government will supply the following materials for use in the gatehouse: forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, tape, and markers.

8. **CONTRACTOR FURNISHED 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.

9. **USER FEES:** The contractor 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), cash register or User Fee Permit Books. Monies, fee books, annual day use fee passes, credit card receipts, America the Beautiful Senior Pass, America the Beautiful Access Pass and user fee permits will be stored in a permanently installed safe provided by the Government or as directed by the Lake Manager. User fees and user fee documents will be delivered to the project office by the gate attendant and placed in provided collection safe or box as designated by the lake manager. All cash money will be converted to a cashier’s check as directed prior to being turned into the project office. All Deposits are created after each shift and delivered to the project office prior to the start of the next four day shift.

10. **GATE OPERATIONS:** Park entrance gates will be closed at 10:00 pm each night and opened at 6:00 am each morning. Between 10:00 pm and 6:00 am, Gate Attendants will allow

ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. 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. Taylor Park Gate Attendant will open and close the gate at the West Trailhead Area as deemed necessary by the lake manager.

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

12. PARK INSPECTIONS: The Contractor shall patrol entire park a minimum of four (4) times daily in accordance with established policy of the Lake Manager. In addition to these patrols the areas shall be inspected prior to start of gate house duties and all vehicles in the park without passes should be tagged for payment and a log kept of each vehicle. Additional patrol may be necessary depending on usage. Violations of rules and regulations by visitors shall be given to park rangers for compliance however they see fit, and not enforced by the contractor. One person must remain in the gate house while inspections are performed. All restroom lights and guard lights shall be inspected at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative.

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

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

15. GATEHOUSE and LANDSCAPE MAINTENANCE: The Contractor will maintain 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.

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

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

16.2 Site cleaning and mowing are maintained by the contract gate attendant to a perimeter of 30 feet surrounding the campsite. No equipment or supplies will be provided by the government to complete this task.

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

16.4 Mileage charts between facilities can be acquired by request to the Granger Lake Project Office.

APPENDICES PERFORMANCE WORK STATEMENT (PWS)**GATE ATTENDANT SERVICES****SOMERVILLE LAKE**

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Somerville Lake. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. "Parties interest in submitting on this solicitation are informed that the U.S. Army Corps of Engineers, Fort Worth District, is currently seeking and anticipating entering into a Cooperative Joint Management agreement with a nonprofit organization to assume certain activities in the management of Somerville Lake. As such, gate attendant contracts are under consideration. If an agreement becomes imminent the Gate Attendant will be notified. If the Cooperative Joint Management is awarded the Gate Attendant's contract with the U.S. Army Corps of Engineers, Fort Worth District, will be terminated for convenience."

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

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

1.3 **Period of Performance:** Estimated deliverables for Rocky Creek Park and Yegua Creek Parks.

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|--|--------------------|---------------------------|-------------------------|---------------------------|
| Rocky Creek A a. Winter Season (1 October- 28 February) | 76 | 1216 | 1216 | 608 |
| b. Summer Season (1 March -30 September) | 108 | 1728 | 1728 | 864 |
| Rocky Creek B a. Winter Season (1 October- 28 February) | 75 | 1200 | 1200 | 600 |
| b. Summer Season (1 March -30 September) | 106 | 1696 | 1696 | 848 |
| Yegua Creek A a. Winter Season (1 October- 28 February) | 76 | 1216 | 1216 | 608 |
| b. Summer Season (1 March -30 September) | 108 | 1728 | 1728 | 848 |
| Yegua Creek B a. Winter Season (1 October- 28 February) | 75 | 1200 | 1200 | 600 |
| b. Summer Season (1 March -30 September) | 106 | 1696 | 1696 | 848 |

1.4 General Information

1.4.1 Quality Control: Not applicable.

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

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

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

1.4.4 Hours of Operation: Both Contractors “A” and “B” will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all of the federal holidays that fall within their normal four-day shift. Twenty-four hour shifts begin at 6:00 a.m. each morning and end at 6:00 a.m. the following morning. Gate Attendant shall be considered on-duty during the hours between 6:00 a.m. and 10:30 p.m. Contractor “A” will begin work on 1 October and work 4 days and be off 4 days. Contractor “B” will start work on 5 October work 4 days then off 4 days. This pattern continues throughout the term of the contract. Under Shift A and Shift B, contractor will provide 2944 hours and 2896 hours respectively, dedicated to providing assistance to park visitors. Between the hours of 10:30 p.m. and 6:00 a.m., Gate Attendants shall be considered available for emergency duty should it be necessary to assist park visitors or to meet other contract specifications. Under Shift A and Shift B, contractor will provide 1472 hours and 1448 hours respectively, available in the park.

| Contractor | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|-------------------------|---------------|----------------|------------------|-----------------|---------------|-----------------|---------------|
| Rocky Creek Park | | | | | | | |
| Surveillance Hours | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 |
| Gate House Hours | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 |
| Availability Hours | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 |
| Yegua Creek Park | | | | | | | |
| Surveillance Hours | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 |
| Gate House Hours | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 |
| Availability Hours | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 | 2200-0600 |

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Rocky Creek Park or Yegua Creek Park at Somerville Lake.

1.4.5.1 Rocky Creek Park: Facilities include 192 campsites with water and electric hook-ups, playground, group pavilion, 8 restrooms with hot showers, 2 boat ramps and 2 dump stations. A storage building is available for the contractors use. Park also has an invasive species known as Argentine Ant. These ants are a non-biting ant and will infest personal property if given the opportunity. Contractors are solely responsible for implementing measures to prevent these ants from entering personal property.

1.4.5.2 Yegua Creek Park: Facilities include 83 campsites with water and electric hook-ups, playground, 3 restrooms with hot showers, 2 boat ramps, fishing dock and 2 dump stations. A storage building is available for the contractors use. Park also has an invasive species known as Argentine Ant. These ants are a non-biting ant and will infest personal property if given the opportunity.

Contractors are solely responsible for implementing measures to prevent these ants from entering personal property.

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

1.4.7 Security Requirements: Not applicable.

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

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

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

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

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Lake Manager or their representative, at the Somerville Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this lake appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.

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

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

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

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

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

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

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

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

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

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

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

1.10 Attachment/Technical Exhibit List:

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

TECHNICAL EXHIBIT 1

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

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

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

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

1.10 Work to be Performed:

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

1.10.2 User Fees: The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), cash register or User Fee Permit Books. 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.

1.10.3 Gate Operations: Park entrance gates will be closed at 10:10 p.m. each night and opened at 6:00 a.m. each morning. Between 10:10 p.m. and 6:00 a.m., Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. 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 a.m. and closed at 10:00 p.m. Before closing the gate at 10:00 p.m. 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 p.m. and they need to leave the area. Pecan Lake Area is approximately 4.5 miles west of the gatehouse at Rocky Creek Park.

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

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

1.10.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will 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.

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

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

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

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

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

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

1.10.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the 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.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

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

(End of clause)

Section H - Special Contract Requirements

QASP**FORT WORTH DISTRICT
QUALITY ASSURANCE SURVEILLANCE PLAN
(QASP)****2 INTRODUCTION**

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

2.1 Purpose

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

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

2.2 Performance Management Approach

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

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

2.3 Performance Management Strategy

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

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

3 ROLES AND RESPONSIBILITIES

3.1 The Contracting Officer (KO)

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

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

3.3 Government Quality Assurance Representative (GQAR)

(GQAR) is responsible for the following:

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

2.4 Identification of Required Performance Standards/Quality Levels

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

4 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

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

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

3.2. Potential Problem Areas where Surveillance will be emphasized:

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

- Safety requirements per specification, EM385-1-1 and OSHA shall be strictly monitored.

3.3 Monitoring

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

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

4.4 Customer Feedback

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

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

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

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

4.5 Acceptable Quality Levels/ Allowable Deviations

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

5 QUALITY ASSURANCE DOCUMENTATION

5.1 The Performance Management Feedback Loop

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

5.2 Monitoring Forms

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

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

6 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

6.1 Documenting Performance

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

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

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

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

5.2 Reporting

5.2.1 Contractor Reporting Requirements

- Provide Reports, Schedule of work and updates as required by the Contract specifications.
- Provide names of all personnel which will be working on-site.
- CQCR daily report (J 1.9) provided to the GQAR each work day, and verified by the GQCR.

- Provide Safety meetings as required by EM385-1-1 and Accident Prevention Plan.
- Provide copy of each AHA signed by all employees who were briefed on hazards.

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

5.3 Reviews and Resolution

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

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

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

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

5.4 Payment Analysis

5.4.1 Definitions

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

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

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

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

5.4.2. Payment Analysis

5.4.2.1 Monitoring. Inspection of all services performed will be accomplished by 100% inspection method or by unscheduled inspections performed by Government Personnel. Quality assurance inspections may be documented by the use of standardized inspection forms signed by the government inspector. Both Government and Contractor will receive a copy of each completed inspection form.

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

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

b. Inspection item is Absenteeism.

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

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

e. Contract percent for job element is 5%.

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

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

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

ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

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

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

CONTRACT DISCREPANCY REPORT (CDR)

1. Contract Number: <insert number>

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

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

4. Date and time observed discrepancy:

5. DISCREPANCY OR PROBLEM:

<Describe in detail. Identify any attachments.>

6. Corrective action plan:

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

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

Prepared by: <Enter Lake Manager's name>

Signature – Lake Manager

Date

Received by:

Signature - Contractor Task Manager or on-site representative

Date

WAGE RATES

WD 05-2503 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013
***** REGISTER
OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR
DIVISION |
| WASHINGTON D.C. 20210

| | | |
|--------------------------------|------------------------------------|---|
| Diane C. Koplewski Director | Division of Wage Determinations | Wage Determination No.: 2005-2503 Revision No.: 14 Date Of Revision: 06/19/2013 |
|--------------------------------|------------------------------------|---|

State: T

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 |

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|-------|--|-------|
| 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 |

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|---|---------|-------|
| 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 |

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| 21050 - Material Handling Laborer | 10.99 |
| 21071 - Order Filler | 11.64 |
| 21080 - Production Line Worker (Food Processing) | 12.56 |
| 21110 - Shipping Packer | 13.88 |
| 21130 - Shipping/Receiving Clerk | 13.88 |
| 21140 - Store Worker I | 10.87 |
| 21150 - Stock Clerk | 14.37 |
| 21210 - Tools And Parts Attendant | 12.56 |
| 21410 - Warehouse Specialist | 12.56 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 24.56 |
| 23021 - Aircraft Mechanic I | 22.95 |
| 23022 - Aircraft Mechanic II | 24.56 |
| 23023 - Aircraft Mechanic III | 25.66 |
| 23040 - Aircraft Mechanic Helper | 16.50 |
| 23050 - Aircraft, Painter | 21.70 |
| 23060 - Aircraft Servicer | 19.05 |
| 23080 - Aircraft Worker | 20.44 |
| 23110 - Appliance Mechanic | 17.96 |
| 23120 - Bicycle Repairer | 11.68 |
| 23125 - Cable Splicer | 20.27 |
| 23130 - Carpenter, Maintenance | 18.84 |
| 23140 - Carpet Layer | 18.35 |
| 23160 - Electrician, Maintenance | 20.58 |
| 23181 - Electronics Technician Maintenance I | 19.03 |
| 23182 - Electronics Technician Maintenance II | 22.11 |
| 23183 - Electronics Technician Maintenance III | 23.31 |
| 23260 - Fabric Worker | 14.81 |
| 23290 - Fire Alarm System Mechanic | 18.10 |
| 23310 - Fire Extinguisher Repairer | 14.72 |
| 23311 - Fuel Distribution System Mechanic | 18.63 |
| 23312 - Fuel Distribution System Operator | 14.44 |
| 23370 - General Maintenance Worker | 15.23 |
| 23380 - Ground Support Equipment Mechanic | 22.95 |
| 23381 - Ground Support Equipment Servicer | 19.06 |
| 23382 - Ground Support Equipment Worker | 20.44 |
| 23391 - Gunsmith I | 14.72 |
| 23392 - Gunsmith II | 16.90 |
| 23393 - Gunsmith III | 18.98 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 19.55 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 21.27 |
| 23430 - Heavy Equipment Mechanic | 18.35 |
| 23440 - Heavy Equipment Operator | 16.84 |
| 23460 - Instrument Mechanic | 18.98 |
| 23465 - Laboratory/Shelter Mechanic | 17.96 |
| 23470 - Laborer | 11.18 |
| 23510 - Locksmith | 16.76 |
| 23530 - Machinery Maintenance Mechanic | 21.45 |
| 23550 - Machinist, Maintenance | 17.07 |
| 23580 - Maintenance Trades Helper | 12.69 |
| 23591 - Metrology Technician I | 18.98 |
| 23592 - Metrology Technician II | 20.06 |
| 23593 - Metrology Technician III | 22.11 |
| 23640 - Millwright | 18.70 |
| 23710 - Office Appliance Repairer | 17.77 |
| 23760 - Painter, Maintenance | 15.27 |
| 23790 - Pipefitter, Maintenance | 23.74 |
| 23810 - Plumber, Maintenance | 22.44 |
| 23820 - Pneudraulic Systems Mechanic | 18.98 |
| 23850 - Rigger | 18.98 |
| 23870 - Scale Mechanic | 16.90 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.16 |
| 23910 - Small Engine Mechanic | 15.04 |
| 23931 - Telecommunications Mechanic I | 24.08 |
| 23932 - Telecommunications Mechanic II | 25.29 |
| 23950 - Telephone Lineman | 22.79 |
| 23960 - Welder, Combination, Maintenance | 16.84 |
| 23965 - Well Driller | 20.37 |
| 23970 - Woodcraft Worker | 18.98 |

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| 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 |

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| 30362 - Paralegal/Legal Assistant II | 24.87 |
| 30363 - Paralegal/Legal Assistant III | 30.42 |
| 30364 - Paralegal/Legal Assistant IV | 36.80 |
| 30390 - Photo-Optics Technician | 26.21 |
| 30461 - Technical Writer I | 23.06 |
| 30462 - Technical Writer II | 28.21 |
| 30463 - Technical Writer III | 34.13 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.97 |
| 30494 - Unexploded (UXO) Safety Escort | 22.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 3) 23.60 |
| 30621 - Weather Observer, Senior | (see 3) 26.21 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 11.51 |
| 31030 - Bus Driver | 15.64 |
| 31043 - Driver Courier | 13.16 |
| 31260 - Parking and Lot Attendant | 9.73 |
| 31290 - Shuttle Bus Driver | 14.20 |
| 31310 - Taxi Driver | 12.05 |
| 31361 - Truckdriver, Light | 14.20 |
| 31362 - Truckdriver, Medium | 15.21 |
| 31363 - Truckdriver, Heavy | 16.33 |
| 31364 - Truckdriver, Tractor-Trailer | 16.33 |
| 99000 - Miscellaneous Occupations9030 - Cashier 9.98 | |
| 99050 - Desk Clerk | 9.93 |
| 99095 - Embalmer | 22.37 |
| 99251 - Laboratory Animal Caretaker I | 10.28 |
| 99252 - Laboratory Animal Caretaker II | 12.16 |
| 99310 - Mortician | 27.05 |
| 99410 - Pest Controller | 16.14 |
| 99510 - Photofinishing Worker | 11.95 |
| 99710 - Recycling Laborer | 15.13 |
| 99711 - Recycling Specialist | 17.79 |
| 99730 - Refuse Collector | 13.78 |
| 99810 - Sales Clerk | 11.50 |
| 99820 - School Crossing Guard | 11.06 |
| 99830 - Survey Party Chief | 18.89 |
| 99831 - Surveying Aide | 12.98 |
| 99832 - Surveying Technician | 16.62 |
| 99840 - Vending Machine Attendant | 11.69 |
| 99841 - Vending Machine Repairer | 14.17 |
| 99842 - Vending Machine Repairer Helper | 11.69 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541.

Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, 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, 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 05-2515 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013
 ***** REGISTER

OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT | U.S. DEPARTMENT OF LABOR
 ADMINISTRATION By direction of the Secretary of Labor | EMPLOYMENT STANDARDS
 DIVISION | WAGE AND HOUR
 | WASHINGTON D.C. 20210

Diane C. Koplewski | Division of | Wage Determination No.: 2005-2515
 Director | Wage Determinations | Revision No.: 15
 | | Date Of Revision: 06/19/2013

State: T

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

| **Fringe Benefits Required Follow | | the Occupational Listing** | |
|---|-----|----------------------------|-------|
| OCCUPATION CODE - TITLE | | FOOTNOTE | RATE |
| 01000 - Administrative Support And Clerical | | Occupations | |
| 01011 - Accounting Clerk I | | | 14.98 |
| 01012 - Accounting Clerk II | | | 16.82 |
| 01013 - Accounting Clerk III | | | 18.82 |
| 01020 - Administrative Assistant | | | 25.91 |
| 01040 - Court Reporter | | | 21.79 |
| 01051 - Data Entry Operator I | | | 13.24 |
| 01052 - Data Entry Operator II | | | 14.45 |
| 01060 - Dispatcher, Motor Vehicle | | | 15.96 |
| 01070 - Document Preparation Clerk | | | 13.41 |
| 01090 - Duplicating Machine Operator | | | 13.41 |
| 01111 - General Clerk I | | | 11.88 |
| 01112 - General Clerk II | | | 13.27 |
| 01113 - General Clerk III | | | 14.90 |
| 01120 - Housing Referral Assistant | | | 20.69 |
| 01141 - Messenger Courier | | | 12.55 |
| 01191 - Order Clerk I | | | 13.52 |
| 01192 - Order Clerk II | | | 15.24 |
| 01261 - Personnel Assistant (Employment) | I | | 15.43 |
| 01262 - Personnel Assistant (Employment) | II | | 17.27 |
| 01263 - Personnel Assistant (Employment) | III | | 19.25 |
| 01270 - Production Control Clerk | | | 19.10 |
| 01280 - Receptionist | | | 12.02 |
| 01290 - Rental Clerk | | | 14.75 |
| 01300 - Scheduler, Maintenance | | | 16.59 |
| 01311 - Secretary I | | | 16.59 |
| 01312 - Secretary II | | | 18.57 |
| 01313 - Secretary III | | | 20.69 |
| 01320 - Service Order Dispatcher | | | 15.16 |
| 01410 - Supply Technician | | | 25.91 |
| 01420 - Survey Worker | | | 17.79 |
| 01531 - Travel Clerk I | | | 13.71 |
| 01532 - Travel Clerk II | | | 14.81 |
| 01533 - Travel Clerk III | | | 15.83 |
| 01611 - Word Processor I | | | 14.29 |

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| 01612 - Word Processor II | 16.04 |
| 01613 - Word Processor III | 17.95 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 25.76 |
| 05010 - Automotive Electrician | 23.79 |
| 05040 - Automotive Glass Installer | 21.96 |
| 05070 - Automotive Worker | 21.96 |
| 05110 - Mobile Equipment Servicer | 20.23 |
| 05130 - Motor Equipment Metal Mechanic | 25.76 |
| 05160 - Motor Equipment Metal Worker | 21.96 |
| 05190 - Motor Vehicle Mechanic | 25.76 |
| 05220 - Motor Vehicle Mechanic Helper | 19.40 |
| 05250 - Motor Vehicle Upholstery Worker | 20.83 |
| 05280 - Motor Vehicle Wrecker | 21.96 |
| 05310 - Painter, Automotive | 23.79 |
| 05340 - Radiator Repair Specialist | 22.88 |
| 05370 - Tire Repairer | 14.40 |
| 05400 - Transmission Repair Specialist | 25.76 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.06 |
| 07041 - Cook I | 9.52 |
| 07042 - Cook II | 10.88 |
| 07070 - Dishwasher | 8.11 |
| 07130 - Food Service Worker | 9.12 |
| 07210 - Meat Cutter | 12.91 |
| 07260 - Waiter/Waitress | 8.19 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.32 |
| 09040 - Furniture Handler | 11.95 |
| 09080 - Furniture Refinisher | 17.70 |
| 09090 - Furniture Refinisher Helper | 14.58 |
| 09110 - Furniture Repairer, Minor | 16.82 |
| 09130 - Upholsterer | 18.32 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.90 |
| 11060 - Elevator Operator | 8.82 |
| 11090 - Gardener | 14.52 |
| 11122 - Housekeeping Aide | 8.84 |
| 11150 - Janitor | 8.84 |
| 11210 - Laborer, Grounds Maintenance | 10.93 |
| 11240 - Maid or Houseman | 7.96 |
| 11260 - Pruner | 9.25 |
| 11270 - Tractor Operator | 12.82 |
| 11330 - Trail Maintenance Worker | 10.93 |
| 11360 - Window Cleaner | 9.81 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 15.00 |
| 12011 - Breath Alcohol Technician | 15.64 |
| 12012 - Certified Occupational Therapist Assistant | 23.69 |
| 12015 - Certified Physical Therapist Assistant | 24.52 |
| 12020 - Dental Assistant | 15.64 |
| 12025 - Dental Hygienist | 32.93 |
| 12030 - EKG Technician | 25.92 |
| 12035 - Electroneurodiagnostic Technologist | 25.92 |
| 12040 - Emergency Medical Technician | 15.00 |
| 12071 - Licensed Practical Nurse I | 19.05 |
| 12072 - Licensed Practical Nurse II | 21.32 |
| 12073 - Licensed Practical Nurse III | 23.76 |
| 12100 - Medical Assistant | 12.50 |
| 12130 - Medical Laboratory Technician | 16.63 |
| 12160 - Medical Record Clerk | 14.53 |
| 12190 - Medical Record Technician | 16.57 |
| 12195 - Medical Transcriptionist | 16.81 |
| 12210 - Nuclear Medicine Technologist | 35.13 |
| 12221 - Nursing Assistant I | 8.57 |
| 12222 - Nursing Assistant II | 10.36 |
| 12223 - Nursing Assistant III | 11.31 |
| 12224 - Nursing Assistant IV | 12.69 |
| 12235 - Optical Dispenser | 16.79 |
| 12236 - Optical Technician | 15.29 |

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| 12250 - Pharmacy Technician | 19.18 |
| 12280 - Phlebotomist | 13.30 |
| 12305 - Radiologic Technologist | 26.70 |
| 12311 - Registered Nurse I | 30.36 |
| 12312 - Registered Nurse II | 38.37 |
| 12313 - Registered Nurse II, Specialist | 38.37 |
| 12314 - Registered Nurse III | 44.91 |
| 12315 - Registered Nurse III, Anesthetist | 44.91 |
| 12316 - Registered Nurse IV | 53.84 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 21.85 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.30 |
| 13012 - Exhibits Specialist II | 24.74 |
| 13013 - Exhibits Specialist III | 28.94 |
| 13041 - Illustrator I | 19.30 |
| 13042 - Illustrator II | 23.91 |
| 13043 - Illustrator III | 30.12 |
| 13047 - Librarian | 26.69 |
| 13050 - Library Aide/Clerk | 10.84 |
| 13054 - Library Information Technology Systems Administrator | 24.09 |
| 13058 - Library Technician | 16.04 |
| 13061 - Media Specialist I | 17.39 |
| 13062 - Media Specialist II | 19.46 |
| 13063 - Media Specialist III | 21.68 |
| 13071 - Photographer I | 15.32 |
| 13072 - Photographer II | 18.15 |
| 13073 - Photographer III | 22.56 |
| 13074 - Photographer IV | 27.49 |
| 13075 - Photographer V | 33.07 |
| 13110 - Video Teleconference Technician | 16.73 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 17.31 |
| 14042 - Computer Operator II | 19.37 |
| 14043 - Computer Operator III | 21.59 |
| 14044 - Computer Operator IV | 24.00 |
| 14045 - Computer Operator V | 26.57 |
| 14071 - Computer Programmer I | (see 1) 26.04 |
| 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 | 17.31 |
| 14160 - Personal Computer Support Technician | 24.00 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 33.08 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 40.02 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 47.98 |
| 15050 - Computer Based Training Specialist / Instructor | 33.08 |
| 15060 - Educational Technologist | 29.23 |
| 15070 - Flight Instructor (Pilot) | 47.98 |
| 15080 - Graphic Artist | 26.72 |
| 15090 - Technical Instructor | 22.43 |
| 15095 - Technical Instructor/Course Developer | 27.43 |
| 15110 - Test Proctor | 18.43 |
| 15120 - Tutor | 18.43 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 9.40 |
| 16030 - Counter Attendant | 9.40 |
| 16040 - Dry Cleaner | 12.06 |
| 16070 - Finisher, Flatwork, Machine | 9.40 |
| 16090 - Presser, Hand | 9.40 |
| 16110 - Presser, Machine, Drycleaning | 9.40 |
| 16130 - Presser, Machine, Shirts | 9.40 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.40 |
| 16190 - Sewing Machine Operator | 12.79 |
| 16220 - Tailor | 13.75 |
| 16250 - Washer, Machine | 10.32 |
| 19000 - Machine Tool Operation And Repair Occupations | |

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| 19010 - Machine-Tool Operator (Tool Room) | 19.71 |
| 19040 - Tool And Die Maker | 23.23 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 13.25 |
| 21030 - Material Coordinator | 19.46 |
| 21040 - Material Expediter | 19.46 |
| 21050 - Material Handling Laborer | 12.26 |
| 21071 - Order Filler | 11.47 |
| 21080 - Production Line Worker (Food Processing) | 13.25 |
| 21110 - Shipping Packer | 14.60 |
| 21130 - Shipping/Receiving Clerk | 14.60 |
| 21140 - Store Worker I | 11.34 |
| 21150 - Stock Clerk | 16.06 |
| 21210 - Tools And Parts Attendant | 13.58 |
| 21410 - Warehouse Specialist | 13.25 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 29.47 |
| 23021 - Aircraft Mechanic I | 28.07 |
| 23022 - Aircraft Mechanic II | 29.47 |
| 23023 - Aircraft Mechanic III | 30.94 |
| 23040 - Aircraft Mechanic Helper | 21.98 |
| 23050 - Aircraft, Painter | 25.61 |
| 23060 - Aircraft Servicer | 24.44 |
| 23080 - Aircraft Worker | 25.76 |
| 23110 - Appliance Mechanic | 18.61 |
| 23120 - Bicycle Repairer | 13.91 |
| 23125 - Cable Splicer | 25.34 |
| 23130 - Carpenter, Maintenance | 19.71 |
| 23140 - Carpet Layer | 18.45 |
| 23160 - Electrician, Maintenance | 26.51 |
| 23181 - Electronics Technician Maintenance I | 21.28 |
| 23182 - Electronics Technician Maintenance II | 23.89 |
| 23183 - Electronics Technician Maintenance III | 25.10 |
| 23260 - Fabric Worker | 17.17 |
| 23290 - Fire Alarm System Mechanic | 19.95 |
| 23310 - Fire Extinguisher Repairer | 15.88 |
| 23311 - Fuel Distribution System Mechanic | 20.96 |
| 23312 - Fuel Distribution System Operator | 16.33 |
| 23370 - General Maintenance Worker | 18.08 |
| 23380 - Ground Support Equipment Mechanic | 28.07 |
| 23381 - Ground Support Equipment Servicer | 24.44 |
| 23382 - Ground Support Equipment Worker | 25.76 |
| 23391 - Gunsmith I | 15.88 |
| 23392 - Gunsmith II | 18.45 |
| 23393 - Gunsmith III | 20.81 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 21.04 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 21.95 |
| 23430 - Heavy Equipment Mechanic | 19.79 |
| 23440 - Heavy Equipment Operator | 19.26 |
| 23460 - Instrument Mechanic | 25.87 |
| 23465 - Laboratory/Shelter Mechanic | 19.71 |
| 23470 - Laborer | 11.04 |
| 23510 - Locksmith | 18.99 |
| 23530 - Machinery Maintenance Mechanic | 24.33 |
| 23550 - Machinist, Maintenance | 20.81 |
| 23580 - Maintenance Trades Helper | 14.94 |
| 23591 - Metrology Technician I | 25.87 |
| 23592 - Metrology Technician II | 26.99 |
| 23593 - Metrology Technician III | 28.14 |
| 23640 - Millwright | 21.53 |
| 23710 - Office Appliance Repairer | 18.99 |
| 23760 - Painter, Maintenance | 18.99 |
| 23790 - Pipefitter, Maintenance | 21.38 |
| 23810 - Plumber, Maintenance | 20.88 |
| 23820 - Pneudraulic Systems Mechanic | 20.81 |
| 23850 - Rigger | 20.81 |
| 23870 - Scale Mechanic | 18.45 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.95 |
| 23910 - Small Engine Mechanic | 18.08 |

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| 23931 - Telecommunications Mechanic I | 23.89 |
| 23932 - Telecommunications Mechanic II | 24.95 |
| 23950 - Telephone Lineman | 25.52 |
| 23960 - Welder, Combination, Maintenance | 20.27 |
| 23965 - Well Driller | 20.81 |
| 23970 - Woodcraft Worker | 20.81 |
| 23980 - Woodworker | 15.04 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 10.65 |
| 24580 - Child Care Center Clerk | 13.27 |
| 24610 - Chore Aide | 7.35 |
| 24620 - Family Readiness And Support Services Coordinator | 13.83 |
| 24630 - Homemaker | 16.84 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 22.20 |
| 25040 - Sewage Plant Operator | 18.70 |
| 25070 - Stationary Engineer | 22.20 |
| 25190 - Ventilation Equipment Tender | 14.58 |
| 25210 - Water Treatment Plant Operator | 18.32 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 16.14 |
| 27007 - Baggage Inspector | 11.56 |
| 27008 - Corrections Officer | 19.62 |
| 27010 - Court Security Officer | 21.18 |
| 27030 - Detection Dog Handler | 17.90 |
| 27040 - Detention Officer | 19.62 |
| 27070 - Firefighter | 20.41 |
| 27101 - Guard I | 11.56 |
| 27102 - Guard II | 17.90 |
| 27131 - Police Officer I | 24.19 |
| 27132 - Police Officer II | 26.88 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.63 |
| 28042 - Carnival Equipment Repairer | 12.36 |
| 28043 - Carnival Equipment Worker | 8.51 |
| 28210 - Gate Attendant/Gate Tender | 13.90 |
| 28310 - Lifeguard | 12.38 |
| 28350 - Park Attendant (Aide) | 15.55 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.35 |
| 28515 - Recreation Specialist | 17.83 |
| 28630 - Sports Official | 12.38 |
| 28690 - Swimming Pool Operator | 17.44 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 20.12 |
| 29020 - Hatch Tender | 20.12 |
| 29030 - Line Handler | 20.12 |
| 29041 - Stevedore I | 18.72 |
| 29042 - Stevedore II | 21.50 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 40.33 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 27.81 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 30.63 |
| 30021 - Archeological Technician I | 21.56 |
| 30022 - Archeological Technician II | 25.47 |
| 30023 - Archeological Technician III | 30.62 |
| 30030 - Cartographic Technician | 30.62 |
| 30040 - Civil Engineering Technician | 30.03 |
| 30061 - Drafter/CAD Operator I | 21.56 |
| 30062 - Drafter/CAD Operator II | 24.71 |
| 30063 - Drafter/CAD Operator III | 27.56 |
| 30064 - Drafter/CAD Operator IV | 33.10 |
| 30081 - Engineering Technician I | 20.02 |
| 30082 - Engineering Technician II | 22.48 |
| 30083 - Engineering Technician III | 25.15 |

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| 30084 - Engineering Technician IV | 31.09 |
| 30085 - Engineering Technician V | 38.65 |
| 30086 - Engineering Technician VI | 46.10 |
| 30090 - Environmental Technician | 29.96 |
| 30210 - Laboratory Technician | 23.56 |
| 30240 - Mathematical Technician | 30.62 |
| 30361 - Paralegal/Legal Assistant I | 22.52 |
| 30362 - Paralegal/Legal Assistant II | 27.90 |
| 30363 - Paralegal/Legal Assistant III | 34.12 |
| 30364 - Paralegal/Legal Assistant IV | 41.27 |
| 30390 - Photo-Optics Technician | 30.62 |
| 30461 - Technical Writer I | 23.21 |
| 30462 - Technical Writer II | 28.38 |
| 30463 - Technical Writer III | 34.93 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 25.63 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 31.01 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 37.17 |
| 30494 - Unexploded (UXO) Safety Escort | 25.63 |
| 30495 - Unexploded (UXO) Sweep Personnel | 25.63 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) 26.35 |
| 30621 - Weather Observer, Senior | (see 2) 30.48 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 11.88 |
| 31030 - Bus Driver | 17.06 |
| 31043 - Driver Courier | 14.03 |
| 31260 - Parking and Lot Attendant | 9.17 |
| 31290 - Shuttle Bus Driver | 15.28 |
| 31310 - Taxi Driver | 11.54 |
| 31361 - Truckdriver, Light | 15.28 |
| 31362 - Truckdriver, Medium | 18.98 |
| 31363 - Truckdriver, Heavy | 20.32 |
| 31364 - Truckdriver, Tractor-Trailer | 20.32 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.01 |
| 99050 - Desk Clerk | 11.72 |
| 99095 - Embalmer | 23.71 |
| 99251 - Laboratory Animal Caretaker I | 9.83 |
| 99252 - Laboratory Animal Caretaker II | 10.71 |
| 99310 - Mortician | 26.44 |
| 99410 - Pest Controller | 15.80 |
| 99510 - Photofinishing Worker | 12.62 |
| 99710 - Recycling Laborer | 16.46 |
| 99711 - Recycling Specialist | 20.06 |
| 99730 - Refuse Collector | 14.67 |
| 99810 - Sales Clerk | 12.66 |
| 99820 - School Crossing Guard | 10.96 |
| 99830 - Survey Party Chief | 20.96 |
| 99831 - Surveying Aide | 14.35 |
| 99832 - Surveying Technician | 18.13 |
| 99840 - Vending Machine Attendant | 12.00 |
| 99841 - Vending Machine Repairer | 14.41 |
| 99842 - Vending Machine Repairer Helper | 12.31 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541.

Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, 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 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 ni

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

***** REGISTER

| | |
|---|--------------------------|
| OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS |
| ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR |
| DIVISION | WASHINGTON D.C. 20210 |

| | |
|---------------------|-----------------------------------|
| Diane C. Koplewski | Wage Determination No.: 2005-2523 |
| Director | Revision No.: 13 |
| Division of | Date Of Revision: 06/19/2013 |
| Wage Determinations | |

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 |

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|-------|--|-------|
| 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 |

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|-------|---|---------|
| 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 |

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| 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 |

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| 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 |

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|---|---------------|
| 30040 - Civil Engineering Technician | 21.12 |
| 30061 - Drafter/CAD Operator I | 14.80 |
| 30062 - Drafter/CAD Operator II | 19.07 |
| 30063 - Drafter/CAD Operator III | 20.51 |
| 30064 - Drafter/CAD Operator IV | 22.72 |
| 30081 - Engineering Technician I | 14.99 |
| 30082 - Engineering Technician II | 18.07 |
| 30083 - Engineering Technician III | 20.24 |
| 30084 - Engineering Technician IV | 26.53 |
| 30085 - Engineering Technician V | 31.84 |
| 30086 - Engineering Technician VI | 36.70 |
| 30090 - Environmental Technician | 21.16 |
| 30210 - Laboratory Technician | 21.14 |
| 30240 - Mathematical Technician | 23.28 |
| 30361 - Paralegal/Legal Assistant I | 14.95 |
| 30362 - Paralegal/Legal Assistant II | 18.88 |
| 30363 - Paralegal/Legal Assistant III | 22.66 |
| 30364 - Paralegal/Legal Assistant IV | 27.38 |
| 30390 - Photo-Optics Technician | 24.19 |
| 30461 - Technical Writer I | 22.02 |
| 30462 - Technical Writer II | 26.94 |
| 30463 - Technical Writer III | 32.59 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.40 |
| 30494 - Unexploded (UXO) Safety Escort | 22.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) 20.51 |
| 30621 - Weather Observer, Senior | (see 2) 22.56 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 10.86 |
| 31030 - Bus Driver | 15.68 |
| 31043 - Driver Courier | 11.85 |
| 31260 - Parking and Lot Attendant | 8.90 |
| 31290 - Shuttle Bus Driver | 13.59 |
| 31310 - Taxi Driver | 10.87 |
| 31361 - Truckdriver, Light | 12.35 |
| 31362 - Truckdriver, Medium | 16.13 |
| 31363 - Truckdriver, Heavy | 16.87 |
| 31364 - Truckdriver, Tractor-Trailer | 16.87 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 7.99 |
| 99050 - Desk Clerk | 9.49 |
| 99095 - Embalmer | 22.74 |
| 99251 - Laboratory Animal Caretaker I | 10.41 |
| 99252 - Laboratory Animal Caretaker II | 10.55 |
| 99310 - Mortician | 22.74 |
| 99410 - Pest Controller | 14.02 |
| 99510 - Photofinishing Worker | 11.95 |
| 99710 - Recycling Laborer | 11.49 |
| 99711 - Recycling Specialist | 13.93 |
| 99730 - Refuse Collector | 10.64 |
| 99810 - Sales Clerk | 10.68 |
| 99820 - School Crossing Guard | 10.64 |
| 99830 - Survey Party Chief | 17.55 |
| 99831 - Surveying Aide | 10.95 |
| 99832 - Surveying Technician | 15.00 |
| 99840 - Vending Machine Attendant | 13.60 |
| 99841 - Vending Machine Repairer | 16.65 |
| 99842 - Vending Machine Repairer Helper | 13.60 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541.

Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, 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 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). If you work at ni

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." and 29 C.F.R. 5.11(a)

(The relevant CBA

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 link 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.-14) was first posted on www.wdol.gov on 06/25/2013
 ***** REGISTER
 OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS
 ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR
 DIVISION |
 | WASHINGTON D.C. 20210
 |
 | Wage Determination No.: 2005-2521
 | Revision No.: 14
 | Date Of Revision: 06/19/2013
 _____ State: 5

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 |

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

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|-------|--|---------------|
| 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 |

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| 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 |

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| 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 |

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|---|---------|-------|
| 29030 - Line Handler | | 18.90 |
| 29041 - Stevedore I | | 17.63 |
| 29042 - Stevedore II | | 20.19 |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) | (see 2) | 35.77 |
| 30011 - Air Traffic Control Specialist, Station (HFO) | (see 2) | 24.66 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | | 27.16 |
| 30021 - Archeological Technician I | | 16.47 |
| 30022 - Archeological Technician II | | 17.18 |
| 30023 - Archeological Technician III | | 23.40 |
| 30030 - Cartographic Technician | | 23.74 |
| 30040 - Civil Engineering Technician | | 20.21 |
| 30061 - Drafter/CAD Operator I | | 17.13 |
| 30062 - Drafter/CAD Operator II | | 19.16 |
| 30063 - Drafter/CAD Operator III | | 21.37 |
| 30064 - Drafter/CAD Operator IV | | 26.29 |
| 30081 - Engineering Technician I | | 15.91 |
| 30082 - Engineering Technician II | | 17.86 |
| 30083 - Engineering Technician III | | 19.98 |
| 30084 - Engineering Technician IV | | 24.75 |
| 30085 - Engineering Technician V | | 30.27 |
| 30086 - Engineering Technician VI | | 36.63 |
| 30090 - Environmental Technician | | 19.43 |
| 30210 - Laboratory Technician | | 19.16 |
| 30240 - Mathematical Technician | | 23.74 |
| 30361 - Paralegal/Legal Assistant I | | 16.70 |
| 30362 - Paralegal/Legal Assistant II | | 21.82 |
| 30363 - Paralegal/Legal Assistant III | | 26.68 |
| 30364 - Paralegal/Legal Assistant IV | | 32.25 |
| 30390 - Photo-Optics Technician | | 23.74 |
| 30461 - Technical Writer I | | 24.59 |
| 30462 - Technical Writer II | | 30.08 |
| 30463 - Technical Writer III | | 34.17 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 32.97 |
| 30494 - Unexploded (UXO) Safety Escort | | 22.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 21.37 |
| 30621 - Weather Observer, Senior | (see 2) | 23.74 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31020 - Bus Aide | | 12.95 |
| 31030 - Bus Driver | | 16.78 |
| 31043 - Driver Courier | | 13.17 |
| 31260 - Parking and Lot Attendant | | 9.64 |
| 31290 - Shuttle Bus Driver | | 14.18 |
| 31310 - Taxi Driver | | 11.35 |
| 31361 - Truckdriver, Light | | 14.18 |
| 31362 - Truckdriver, Medium | | 15.07 |
| 31363 - Truckdriver, Heavy | | 16.69 |
| 31364 - Truckdriver, Tractor-Trailer | | 16.69 |
| 99000 - Miscellaneous Occupations | | |
| 99030 - Cashier | | 9.41 |
| 99050 - Desk Clerk | | 9.68 |
| 99095 - Embalmer | | 18.80 |
| 99251 - Laboratory Animal Caretaker I | | 10.07 |
| 99252 - Laboratory Animal Caretaker II | | 10.84 |
| 99310 - Mortician | | 22.43 |
| 99410 - Pest Controller | | 15.42 |
| 99510 - Photofinishing Worker | | 11.95 |
| 99710 - Recycling Laborer | | 13.34 |
| 99711 - Recycling Specialist | | 14.83 |
| 99730 - Refuse Collector | | 12.11 |
| 99810 - Sales Clerk | | 10.86 |
| 99820 - School Crossing Guard | | 10.97 |
| 99830 - Survey Party Chief | | 18.41 |
| 99831 - Surveying Aide | | 12.83 |
| 99832 - Surveying Technician | | 15.33 |
| 99840 - Vending Machine Attendant | | 11.39 |
| 99841 - Vending Machine Repairer | | 14.08 |

99842 - Vending Machine Repairer Helper

11.39

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541.

Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, 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 ni

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.

INS

REQUIRED INSURANCE – In accordance with FAR 52.228-5

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

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

CLAUSES INCORPORATED BY FULL TEXT

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

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 REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012)

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

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 Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), 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 Offeror 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) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

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

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

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

(1) When no longer needed for contract performance.

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

(3) Upon contract completion or termination.

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

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

(End of Clause)

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

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined

does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

(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 CCR accessed through <https://www.acquisition.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 (JAN 2013) (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 (JUL 2012).

(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

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

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

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor 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. 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 40 months.

(End of clause)

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

(a) Definition.

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

(b) Applicability. This clause applies only to--

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

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

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not

small business concerns shall be considered nonresponsive and will be rejected.

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

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

(End of clause)

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)

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$77,494 or more; or
- (4) Armenia, Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or the United Kingdom and the anticipated value of the acquisition is \$202,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots,

drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

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)

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)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

Driving—

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

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

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

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

(c) The Contractor is encouraged to--

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Domestic end product means--

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

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

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

(ii) The end product is a COTS item.

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

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

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

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

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

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

(End of clause)

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

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

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be

effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(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 2013](#). 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 2013](#), 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)

52.232-33 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)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(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)), if the subcontract exceeds \$5,000,000 and has a performance period of ore than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers 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.

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

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

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

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

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

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

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

(End of clause)

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

(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)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(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 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

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

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

``Commercial and Government Entity (CAGE) code" means—

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

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

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

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

``Registered in the System for Award Management (SAM) database" means that—

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

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

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

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

(End of provision)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012)

(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 K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.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.

Sensitive technology--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.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 electronically on ORCA.]

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

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

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

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

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, 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 [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(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, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American 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, Panamanian, 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, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) 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) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

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

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

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

| | |
|-------|-------|
| _____ | _____ |
| - | - |
| _____ | _____ |
| - | - |
| _____ | _____ |
| - | - |

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American 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). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

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

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

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

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

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

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) - ALTERNATE I (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561210**.

(2) The small business size standard is **\$35.5M**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

INSTRUCTIONS TO BIDDERS

RFQ DUE DATE IS September 13, 2013 4:00 p.m. Central Standard Time

Please contact Mrs. Linda McKethan, Contract Specialist, (254) 939-1829, if you have questions.

The Service Contract Act applies (see attached wage rates). *Note: Does not apply to Contractors registered as Sole Proprietorships.*

1. **YOU MUST PROVIDE THE FOLLOWING DOCUMENTS IN YOUR BID PACKAGE:**

:

- a. Complete page 1 of Solicitation & Bid Schedule
 - **IF ONLY BIDDING ON ONE PARK OR ONE LAKE, NEED ONLY SEND IN THE BID SCHEDULE FOR THAT PARK;**
 - **BIDDING ON MULTIPLE LAKES REQUIRES EACH LAKES' BID SCHEDULE FILLED OUT "SEPARATELY."**
- b. All costs associated with Gate Attendant Services shall be incurred in one **lump sum**. (*Note: Do not insert a daily rate, even if that is how you computed the total lump sum.*)
- c. Complete clause 52.212-3 paragraph (b) of the solicitation & submit complete ORCA profile **or** complete entire clause 52.212-3
- d. Include firm's Tax ID Number (TIN). *Note: Contractor may submit social security number in place of TIN.*
- e. Confirmation of System for Award Management (SAM) registration (*Note: print out the first page of YOUR profile*)
- f. Complete the **Contractor Information Sheet**.
- g. Send the **Past Performance Letter** to a former employer or person who can vouch for your work capability (even volunteer work) and have them return that form to the Contract Specialist.

Proposals will be accepted via "**EMAIL ONLY**," no fax, mail or hand carry, "**NO EXCEPTIONS**."

2. E-mail your proposal to: Linda.N.McKethan@usace.army.mil

3. **You must have an active email address that is monitored. You will be notified of your selection by this method!!!**
4. **The System for Award Management (SAM)** allows registration and creation of a set of certifications in Online Representations and Certifications Applications (ORCA). This is optional. The website for SAM registration is: www.sam.gov. Quick references are included following these pages.
5. Help with SAM registration is available. **Procurement Technical Assistance Centers (PTAC)** were created by Congress to assist businesses seeking to compete on federal contracts. Services are generally free; however, a small fee may be charged for certain services. Please use the website below to contact a center near your business to assist you in the preparation for a federal contract, including registering in SAM or other required systems. <http://www.aptac-us.org/new/>
6. Bid packages must be emailed to Contract Specialist, Linda McKethan ONLY:

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

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** _____

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 _____
Performance: _____Satisfactory _____Unsatisfactory
Would you Rehire Employee: _____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

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52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

(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 CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

(End of provision)

Section M - Evaluation Factors for Award

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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 and Past Performance

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

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

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)