

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 117		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-08-T-0139		6. SOLICITATION ISSUE DATE 23-Jul-2008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NICEY V. MARABLE			b. TELEPHONE NUMBER (No Collect Calls) (469) 645-9114		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 15 Aug 2008	
9. ISSUED BY TRINITY REGIONAL PROJECT 1801 NORTH MILL STREET LEWISVILLE TX 75057 TEL: 469-645-9100 FAX: 469-645-9101		CODE M2R0J00	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: \$6.5 M NAICS: 561990			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO TRINITY REGIONAL PROJECT NICEY MARABLE 1801 NORTH MILL STREET LEWISVILLE TX 75057 TEL: 469-645-9100 FAX: 469-645-9101		CODE M2R0J00	16. ADMINISTERED BY					
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY			CODE		
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
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 <u>1</u> COPIES <input checked="" 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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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		1			

Funded Amt:

TRINITY REGIONAL WINTER GATE ATTENDANTS
 Provide all labor, materials, supplies and equipment to furnish gate attendant services for Trinity Regional Project as indicated in accordance with the attached specifications and periods as specified at each park.

MULTIPLE AWARDS WILL BE MADE FROM THIS SOLICITATION.

Issuance of purchase orders will be made in the order which is most advantageous to the government. Technical capability of the item to include past performance and price to meet the Government requirement.

Bid one schedule as a minimum. If a vendor declines to accept a purchase order for a park, the vendor will not be considered for any other awards offered in the solicitation. Only one offer will be made by the government.

Technical Point of Contact: Eric C. Pedersen, 469-645-9100
 For questions about bid submittals contact: Nicey Marable, 469-645-9114

OFFER DUE DATE/LOCAL TIME: 15 August 2008, 4:00 p.m.

COMPLETE AND RETURN APPLICABLE BID SHEET (s), RESUME AND NOTICE TO CONTRACTORS TO:

TRINITY REGIONAL PROJECT
 ATTN: NICEY V. MARABLE
 1801 N. MILL STREET
 LEWISVILLE, TX 75057

Section C - Descriptions and Specifications

TRINITYSOW**U.S. ARMY CORPS OF ENGINEERS**
GATE ATTENDANT SCOPE OF WORK
FOR TRINITY REGIONAL PROJECT

1. GENERAL INFORMATION: The services to be accomplished under this contract shall be accomplished by a two-person contractor team. Both members must be able to fulfill all of the requirements set forth by this contract. Each person must be at least 18 years of age. All work is to be performed by the identified two-person team and may not be subcontracted. In this contract, the term "contractor" will refer to both members of the identified two-person team. Services to be accomplished under this contract shall be in accordance with this Scope of Work, the Lake Office's Gate Attendant Scope of Work, the Gate Attendant Handbook and all District policies for the recreation areas named and described herein. The contractor is required to furnish all labor, materials and supplies, equipment, fuel, transportation and tools necessary to provide the services for the duration of the contract period (except as otherwise noted herein as furnished by the Government). Acceptance of this contract will be evidence of the contractor's knowledge and acceptance of all contract specifications.

Bardwell Lake is located approximately 37 miles southeast of City of Dallas, Texas, in Ellis County. Office location: 4000 Observation Drive, Ennis, TX, 75119. (972) 875-5711

Benbrook Lake is located in Tarrant County. Office location: 7001 Lakeside Drive, Ft Worth, Texas. (817) 292-2400

Grapevine Lake is located approximately 20 miles northwest of City of Dallas, Texas, in Tarrant County. Office location: 110 Fairway Drive, Grapevine, TX 76051. (817) 865-2600

Lavon Lake is located in Collin County. Office location: 3375 Skyview Drive, Wylie, TX 75098. (903) 665-2336

Lewisville Lake is located approximately 22 miles northwest of City of Dallas, Texas, in Denton County. Office location: 1801 N. Mill Street, Lewisville, TX 75057. (469) 645-9100

2. TERM OF CONTRACT: The term of the contract is as specified for each park.

3. DUTY HOURS: The duty hours will be as specified in the Lake Office's Scope of Work. One team member is required to occupy the gatehouse during the hours specified for each scheduled workday. The contractor will remain on duty, either in the gate house or patrolling the park, until all visitors, other than registered campers and boaters on the water, have left the park.

For example, if the park closes at 10:00 p.m., but 4 visitors are in the park after 10:00 p.m. the contractor will remain on duty until the 4 visitors have left the park. If all visitors are out of the park prior to 11:00 p.m., the contractor may secure the gate house and be available at their trailer site. The contractor will also be available (i.e. at the temporary living quarters) for night security/surveillance and for emergency visitor assistance between the hours of 11:00 p.m. and 6:00 a.m. on the days specified in the Lake Office's Scope of Work. Should an emergency or personal business warrant, arrangements may be made in advance to allow the attendants to be away from the trailer site overnight. If possible, at least 36 hours advance notice will be given to the Contracting Officer's Representative.

4. ORIENTATION AND PRE-WORK CONFERENCE: The contractor is required to attend a pre-work conference and orientation conducted by the Contracting Officer's Representative at the Trinity Regional Project Office or Lake Office designed by COR. The meeting will be to discuss Corps of Engineers policies, local policies, job duties, and the specifications outlined in this contract. The contractor will be notified for time and date of pre-work conference. The pre-work conference and orientation is normally scheduled one (1) week prior to start date of contract from 8:00 a.m. to 4:00 p.m.

5. PERMITS/COMPLIANCE: The contractor shall, without additional expense to the Government, be responsible for complying with and obtaining any necessary licenses, insurance 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.

6. BONDING: Upon award of contract, the contractor and each team member shall provide individual bonds. Each team member shall furnish a Business Services, Fidelity, or Dishonesty bond for the minimum amount of \$5000.00. **The Contractor shall not start work without proof of bonding.** The contractor shall be reimbursed for the cost of the bond separate from their contract bid. **The Government will not reimburse additional charges for credit reports.**

7. TEMPORARY LIVING QUARTERS: The Contractor must 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 this contract. Pickup (shell-type) campers, pop-up tent trailers, tents, mini-travel trailers, mobile homes, buses, or any other types of recreational vehicles which do not meet general size/type requirement or the "self-contained" classification will not be acceptable. The maximum size of the trailer will be determined by physical limitations of the site furnished (see limitations as specific each parks scope of work). The RV must be equipped with a holding tank and a re-circulating or marine type toilet. The COR reserves the right to inspect and accept or reject a Contractor's proposed temporary living quarters.

8. TRAILER SITE: The Government will furnish a site for a "self-contained" travel trailer or motor home with 50-amp compatible electricity, water, sewer hook-up and/or dump station nearby. If the Contractor's travel trailer is not compatible with the sewer, water, or electrical outlets available at the site, the Government will not be responsible for making alterations to the

utilities or for providing attachments or adapters. The site for the temporary living quarters will typically be near the entrance of the park or in a location designated by the COR. The Contractor team will be the sole occupants of their site. Adult family members or friends will not live with the Contractor.

9. TRAILER SITE MAINTENANCE: The Contractor will maintain their trailer site in a clean, neat, and sanitary condition at all times and in accordance with standards established by the COR. No dog pens, horse corrals, poultry cages, or similar facilities for pets or other animals will be allowed. All pets will be confined in the Contractor's trailer or on a leash that is six feet or less in length. **No pets will be allowed inside or around (i.e. tied to) the gatehouse at any time.** No washers, dryers, deep freezers, or excessive personal items will be permitted outside at the trailer site or inside the gatehouse.

10. GATEHOUSE MAINTENANCE: Contractor is responsible for maintaining the inside of the gatehouse, in a clean, orderly, and sanitary condition at all times. The gatehouse will be thoroughly cleaned at the end of each shift. Cleaning will include, but not be limited to, cleaning the toilet facilities, cleaning the windows, mopping and/or vacuuming and/or sweeping the floors, picking up litter, emptying the trashcans, and dusting. The outside of the gatehouse and the grounds around the gatehouse shall be cleaned as needed. Outside cleaning may include, but not be limited to, cleaning the windows, sweeping the sidewalks, removing spider webs and insect nests, and picking up litter. Contractor shall provide all equipment, tools, supplies and materials necessary to clean the gatehouse. Refuse will be deposited in the appropriate, outside trash receptacle that is furnished and emptied by the Government. Small appliance items such as coffee makers, microwaves, etc. will be allowed in the gatehouse with prior approval from the COR. No unapproved items will be allowed in the gatehouse. No posters or other materials may be displayed upon gatehouse walls or windows without prior approval from the COR.

a. Landscape maintenance - Contractor may be required to operate (turn on/off) sprinkler systems or utilize hose and sprinklers to water the lawn, flowers, trees, and shrubs in the immediate area of the gate house and/or trailer site as instructed by COR. The government shall provide hoses and sprinklers.

11. VISITORS OF THE CONTRACTOR: 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 of the gatehouse.

12. CONTRACTOR VEHICLE: The Contractor will provide and maintain a vehicle that can be operated independently of the RV for performing contract related duties (e.g. park inspections, posting of reserved sites, etc.). The Contractor must submit proof of liability insurance for all motor vehicles they plan to use during the performance of their contract duties to the COR at the pre-work conference. All motor vehicles and operators will comply with state

and local laws in regards to vehicle condition and operation.

13. UNIFORM DRESS AND PERSONAL APPEARANCE: When on duty, the Contractor will be required to maintain a fully clothed and neat, well-groomed appearance. The Contractor shall be required to provide and wear pants and a polo or button-down style shirt while on duty. Shoes must be worn at all times while on duty. Sandals or other open-toed shoes will not be considered acceptable footwear. The following Government-furnished items shall be worn while on duty: a red vest with identification patch, a nametag, and an optional red cap with identification patch. The red vest will be returned to the Lake Office on the last day of the contract period.

14. COMMUNICATION/COOPERATION WITH OTHERS: The Contractor will maintain good communications and relations with the public, other Contractors and Corps employees. The Contractor will allow Corps employees, state and local law enforcement officers, and emergency services personnel 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 the proper authorities in verbal and/or written form. The Contractor will attempt to provide for the needs of our visitors as public relations representatives for the Corps of Engineers.

15. WEAPONS/ FIREARMS: Firearms or any type of object that could be considered a weapon will not be carried or kept in the park. This includes, but is not limited to: the gatehouse, vehicle, or trailer occupied by the Contractor.

16. ALCOHOL/DRUGS: The Contractor will not consume, use, or be under the influence of, alcoholic beverages, drugs and/or medication in the absence of a doctor's prescription while on duty. This includes, but is not limited to: the park entrance area, trailer site, gatehouse, park restrooms, campsites, etc.

17. SMOKING: Smoking in the gatehouse is prohibited. There will be no smoking within 50 feet of the gatehouse entrance. The Contractor will be responsible for properly extinguishing all smoking materials and disposing of such materials in waste receptacles.

18. COMPUTER LITERACY: In parks where computers are utilized in the collection of fees, the Government will provide initial training for use of the hardware and software. There will be no training provided for keyboarding or typing skills. Prospective bidders should anticipate the use of a computer keyboard.

19. USER FEE COLLECTION: The Contractor will follow fee collection, credit voucher, refund and campsite reservation procedures established by the U.S. Army Corps of Engineers, Fort Worth District. The Contractor will be required to collect user fees daily as specified by the COR and to ensure that campers are "paid up" utilizing one or any combination of the following: U.S. Army Corps of Engineers User Permit - ENG Form 4457, an automated cash register, and/or computer system. The Contractor may be required to collect user fees for specialized recreation sites, facilities, and/or services provided by the Corps of Engineers. This may include,

but is not limited to: group facility use, day use, special facility use and multiple site rental use. The Contractor may also be required to sell Annual Day Use Passes. The Contractor will be required to process refund requests as directed by District and local policies. The Contractor will be required to accept cash, personal checks, traveler's checks, money orders, appropriate credit vouchers, and credit cards as methods of use fee payment. The Contractor will be required to provide and account for personal cash for change. The Contractor will be responsible for keeping and safeguarding fee monies, use permits (ENG Form 4457), credit card receipts, cash register receipt tapes, remittance registers, deposit detail and deposit summary sheets, and any other documents as required by District or local policy. The Contractor may be audited at any time without prior notice. All collected use fee payments/monies will be stored in the gatehouse fee safe and will be immediately available for collection and/or audit.

20. USER FEE REMITTANCE: For parks utilizing the National Recreation Reservation Service (NRRS), the contractor will be required to convert all cash received during their workweek into money orders/cashiers checks and remit them (along with all checks received) directly to the address specified by the Corps. The contractor will be responsible for, but not limited to: the cost of acquiring all money orders/cashiers checks, envelopes, and postage necessary to deliver all monies collected during the preceding workweek to the NRRS mailing address to be specified by the COR. Copies of all required reports (to be specified by the COR), Deposits, and cashiers checks/money orders, will be delivered to the Lake Office weekly.

21. VOLUNTEER/NON-PROFIT ORGANIZATION COLLECTIONS: Contractor may be required to sell and collect fees for various items (including but not limited to ice) on behalf of a volunteer and/or a non-profit organization. Fees collected for this purpose will be kept separate from user fee collections and user fee remittances. Procedures for remitting these collections will be provided if the Contractor is required to collect such fees. There will be no money order/cashier's check costs associated with the volunteer/non-profit organization items.

22. PAVILION RESERVATIONS:

A. The Contractor will be responsible for documenting advance reservations utilizing the NRRS program (ORMS).

B. Reserve America (NRRS Contractor) is also responsible for advance campsite reservation services consisting of receiving and booking reservation requests, collecting and processing reservation service fees and camping fees, handling cancellation and refund requests, and transmitting reservation bookings to the appropriate parks and Lake Offices. The Contractor will accept the Reserve America confirmation letter as proof and payment of the reservation.

23. VISITOR ASSISTANCE: The Contractor will occupy the gatehouse at all times during duty hours and will assist the public by answering questions and providing information about the lake, parks, campground rules/regulations, and local businesses or attractions. The Contractor's positive attitude and willingness to assist the public is crucial in portraying a positive image for the individual lake and the entire Corps of Engineers. The Contractor will utilize materials such as lake maps, park maps, rules and regulations (Title 36) pamphlets, and other "handout"

materials as needed to assist and inform the public. The COR may also direct the Contractor to handout water safety and/or other types of flyers/pamphlets to all park users that enter the park. When a park user checks in or first enters the park, the Contractor will advise them about basic campground rules such as “utilize developed facilities or designated overflow facilities only” and “operate and park all vehicles on designated roads and parking areas.” The Contractor will also assist the park users by delivering emergency messages when needed. The COR may also direct the Contractor to participate/assist in conducting surveys and other data collection activities. The Contractor may also be required to answer gatehouse telephone to provide park status and information to the public. If the government provides an answering machine and/or voice mail system for the gatehouse telephone, Contractor may use such system during peak holiday weekends only, unless otherwise approved by the COR.

24. GROUP SHELTERS: In parks that have day use group shelters or group camps, the Contractor will be required to open/close group facility gates, receive payment for group facility use, keep group facility records, and perform any other group facility function specified by the COR. The Contractor will also be required to monitor the use of the group facilities to ensure compliance with policies and regulations.

25. PARK GATE OPERATION: The Contractor will open and close park gates as required by the COR. The Contractor will open the park gates after hours for emergency personnel and will allow park users to exit the park regardless of the hour. All parks open at 6:00 a.m. and close daily at 10:00 p.m. unless otherwise specified in the Lake Office Scope of Work.

26. PARK INSPECTIONS: Contractor shall make a minimum of four patrols per shift through the park to ensure all restroom facilities, showers, drinking fountains, etc. are working; that visitors have paid their fees; and that visitors are complying with the campground regulations. Non-working facilities will be reported as soon as possible to the Ranger or CET staff. During walk-through of facilities, gate attendant will pick up all loose litter, cans, bottles, glass, etc. and dispose of these items in appropriate receptacles. During all inspections, if the Contractor observes park violations, Contractor will ask for compliance. The Contractor will not pursue enforcement. If a violator persists, the Contractor will contact a park ranger (or the COR if a park ranger is unavailable) for assistance and enforcement. The Contractor will not approach any situation that appears to be potentially dangerous or that involves a serious offense (e.g. fight in the park, suspected drug use, etc.). One inspection should be made as soon as possible after coming on duty and one inspection approximately 30 minutes prior to going off duty. The inspections should be evenly spaced throughout the shift. One attendant must remain on duty at the gatehouse while the other patrols the campground.

27. ACCIDENTS/OFFENSES: The Contractor will promptly notify the COR or a park ranger about any accidents, violations of law, disturbances, and situations that could affect the health and safety of park users or result in damage to government property. In the event the Contractor is unable to communicate with the COR or a park ranger, the Contractor should contact local law enforcement officers if the situation warrants. **Any such communication with local law enforcement officers/agencies will be reported to the COR as soon as possible.** The Contractor will not attempt to apprehend any violators or otherwise place themselves in

dangerous situations. Serious incidents (e.g. fatality on government property) will be reported immediately to the COR or a park ranger, the local law enforcement agency, and the appropriate emergency service agency (e.g. ambulance, fire department).

28. COMPLAINTS: The Contractor will keep a written record of complaints and criticisms of park facilities and operations. These records will be submitted immediately to the COR or his representative. Serious complaints (e.g. safety or public health items) will be reported immediately to the COR or a park ranger.

29. LOST AND FOUND: The Contractor will initially keep “lost and found” items in the gatehouse until the items can be turned over to a park ranger or turned into the Lake Office.

30. SUPPLIES & EQUIPMENT: The Government will typically provide a fee collection gatehouse, fee safe, gate house telephone, control gate, User Permits (ENG 4457), appropriate computer equipment and/or cash register, rules and regulations pamphlets, and other printed materials as needed. Government supplies and equipment will be for official use only. The Contractor will provide notepads, trash bags, staples, pens, pencils, tape, soap, toilet paper, and any other materials needed to operate and clean the gatehouse.

31. GOVERNMENT PROPERTY: The Contractor may be held liable for any missing or damaged government equipment or materials. **Computers, printers, and telephone equipment provided by the Government are for official use only.** Contractor shall not use gatehouse computers for personal business or install any personally owned software. Any damages incurred as result of personally owned software being installed on Government computers will be considered damages to Government property and Contractor will be held responsible for reimbursement to the Government any costs associated with repairs or replacement of the equipment. The Contractor shall be required to properly operate telephones, computer and printing equipment furnished by the Government and return all government furnished equipment and supplies on the last day of the contract.

32. SUBSTITUTION OF A TEAM MEMBER: Team member substitutions may be allowed if approved by the Contracting Officer. Requests for substitutions must be provided in writing to the COR. Team members must be able to fulfill all of the requirements set forth by this contract. Each person must be at least 18 years of age.

33. ABSENTEEISM: No payment will be made for time not worked. All absences must be approved in advance by the COR. The COR, or his authorized representative, must be contacted and given as much advance notice as possible about anticipated absences. An unauthorized absence by either or both of the two person contract team will be grounds for terminating the contract.

34. PAYMENT FOR SERVICES: All payments made by the Government under this contract shall be made by electronic funds transfer (EFT), as stated in FAR 52.232-33. Payment will be made monthly for the actual days worked at the unit price indicated on the bid sheet. **The Contractor shall submit an invoice to the Finance Center at the end of each**

month and provide a courtesy copy of the invoice to the Trinity Regional Project Office per each Lake Office.

35. INSPECTIONS AND CONTRACTOR PERFORMANCE: The services performed by the Contractor will be subject to inspection at all times by the Contracting Officer or his designated representative to ensure compliance with the terms of this contract. At minimum, a monthly evaluation will be performed. The Contractor will be advised of any deficiencies in their performance. Upon being advised of a deficiency, the Contractor must take immediate action to correct the deficiency and to ensure that the deficiency does not recur. Deficiencies, especially recurring deficiencies, will be grounds for terminating the contract (see FAR clause 52.212-4 Termination for cause). The Contractor will be expected, after a reasonable training period, to efficiently and accurately perform all aspects of their contractual duties including, but not limited to: fee collection, computer/cash register operation, remittance of use fees, performance of visitor assistance, adherence to policies, and basic park operation.

36. DUTY OF CONTRACTOR TO FINISH CONTRACT: The Contractor may not terminate or “abandon” the contract. If the Contractor fails to fulfill the contract through the specified term(s) including option periods exercised by the Government, the Contractor is subject to procurement costs for a replacement contract. The Contractor’s failure to comply with contract specifications may be grounds for suspension or debarment. If option periods are indicated, the Government reserves the right to exercise an option period or periods for the specified term.

37. TERMINATION: Inappropriate conduct or unprofessional actions by the Contractor may be grounds for immediate dismissal and termination of the contract. Examples of actions that may require immediate dismissal/termination include, but are not limited to: consuming alcoholic beverages and/or using drugs while on duty or in view of the public, being intoxicated or under the influence of drugs while on duty, cursing, harassment of park users, carrying/possessing a firearm, stealing user fee monies or government property or materials, using collected use fee payments/monies or government equipment/materials for personal use, collection of unauthorized user fees, causing inappropriate or unwarranted physical contact with the public, government personnel, or other Contractors, recurring written and/or verbal complaints from the public on the Contractor's attitude or performance, failing to cooperate with government personnel or other Contractors, failing to follow district or local policies and programs (including policies and procedures outlined in the “Gate Attendant Handbook”), and/or failing to correct deficiencies. Failure by any one of the team members to provide items and services specified in this contract may be grounds for terminating the contract under FAR 52.212-4. Depending on the severity of the reason for termination, the Contractor may be barred from being awarded future contracts.

38. ADDITIONAL INFORMATION: Contact the following individuals for more information at each lake:

Bardwell Lake, Rene Todd or Steven Ridlehuber 972-875-5711

Benbrook Lake, Jeff Veselka	817-292-2400
Grapevine Lake, Craig K. Edmondson	817-865-2600
Lavon Lake, Paula Bennett	972-442-3141 x 22
Lewisville/Ray Roberts Lake, Eric Pedersen	469-645-9100

BARDWELL SOW / BID SCHEDULE**GATE ATTENDANT SCOPE OF WORK****BARDWELL LAKE OFFICE / HIGH VIEW PARK "WINTER / TEAM "A"**

1. PARK: High View Park offers thirty nine (39) campsites, (1) one swim beach, ten picnic sites, one (1) group shelter, and (1) marina. The RV/tent camping sites are supplied with water connections and electrical hookups. Restroom/shower facilities, one (1) boat launch ramp, and a sanitary dump station is also offered. The Gate Attendant pad site is a covered slab with shade trees, picnic table, cooker/grill, a storage shed, 50 amp electric service, water hookups, and sewer hookups.

2. TERM OF CONTRACT: Base period plus (1) option period.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor's work schedule.

Contractor	Monday thru Thursday	Friday thru Sunday
Winter "A"	6:00 a.m. – 10:00 p.m. Night Duty* from 10:00 p.m. - 6:00 a.m. Night Duty* ends at 6:00 a.m. Friday morning	OFF

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress services.

5. OTHER DUTIES:

- a. Lock and unlock gates, restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or as scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
BARDWELL LAKE OFFICE / HIGH VIEW PARK "WINTER / TEAM "A"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
	High View Park Team "A" 4 Day				
0001AA	BASE PERIOD 01 Oct 08 - 31 Mar 09	Day	(Estimated) 104	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 01 Oct 09 - 31 Mar 10	Day	(Estimated) 104	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK

BARDWELL LAKE OFFICE / HIGH VIEW PARK "WINTER / TEAM "B"

1. PARK: High View Park offers thirty nine (39) campsites, (1) one swim beach, ten picnic sites, one (1) group shelter, and (1) marina. The RV/tent camping sites are supplied with water connections and electrical hookups. Restroom/shower facilities, one (1) boat launch ramp, and a sanitary dump station is also offered. The Gate Attendant pad site is a covered slab with shade trees, picnic table, cooker/grill, a storage shed, 50 amp electric service, water hookups, and sewer hookups.

2. TERM OF CONTRACT: Base period plus (1) option period.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor’s work schedule.

Contractor	Friday thru Sunday	Monday thru Thursday
Winter "B"	6:00 a.m. – 10:00 p.m. Night Duty* from 10:00 p.m. - 6:00 a.m. Night Duty* ends at 6:00 a.m. Monday morning	OFF

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress services.

5. OTHER DUTIES:

- a. Lock and unlock gates, restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or as scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
High View Park Team "B" 3 Day					
0001AA	BASE PERIOD 03 Oct 08-29 Mar 09	Day	(Estimated) 78	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 02 Oct 09 – 28 Mar 10	Day	(Estimated) 78	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK
BARDWELL LAKE OFFICE / WAXAHACHIE CREEK PARK "WINTER / TEAM "A"

1. PARK: Waxahachie Creek Park is 4.5 miles long and offers seventy two (72) campsites, thirteen (13) picnic sites, one (1) group shelter, and (1) Equestrian Trail. Most of the RV/tent camping sites are supplied with water connections and electrical hookups. Restroom/shower facilities, two (2) boat launch ramps, and a sanitary dump station are also offered. The Gate Attendant pad site is a covered slab with a picnic table, cooker/grill, a storage shed, 50 amp electric service, water hookups, and sewer hookups.

2. TERM OF CONTRACT: Base period plus (1) option period.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor's work schedule.

Contractor	Monday thru Thursday	Friday thru Sunday
Winter "A"	6:00 a.m. – 10:00 p.m. Night Duty* from 10:00 p.m. - 6:00 a.m. Night Duty* ends at 6:00 a.m. Friday morning	OFF

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress services.

5. OTHER DUTIES:

- a. Lock and unlock gates, restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or as scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
BARDWELL LAKE OFFICE / WAXAHACHIE CREEK PARK "WINTER / TEAM "A"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Waxahachie Creek Park Team "A" 4 Day					
0001AA	BASE PERIOD 01 Oct 08 - 31 Mar 09	Day	(Estimated) 104	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 01 Oct 09 - 31 Mar 10	Day	(Estimated) 104	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK

BARDWELL LAKE OFFICE / WAXAHACHIE CREEK PARK "WINTER / TEAM "B"

1. PARK: Waxahachie Creek Park is 4.5 miles long and offers seventy two (72) campsites, thirteen (13) picnic sites, one (1) group shelter, and (1) Equestrian Trail. Most of the RV/tent camping sites are supplied with water connections and electrical hookups. Restroom/shower facilities, two (2) boat launch ramps, and a sanitary dump station are also offered. The Gate Attendant pad site is a covered slab with a picnic table, cooker/grill, a storage shed, 50 amp electric service, water hookups, and sewer hookups.

2. TERM OF CONTRACT: Base period plus (1) option period.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor’s work schedule.

Contractor	Friday thru Sunday	Monday thru Thursday
Winter "B"	6:00 a.m. – 10:00 p.m. Night Duty* from 10:00 p.m. - 6:00 a.m. Night Duty* ends at 6:00 a.m. Monday morning	OFF

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress services.

5. OTHER DUTIES:

- a. Lock and unlock gates, restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or as scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
BARDWELL LAKE OFFICE / WAXAHACHIE CREEK PARK "WINTER / TEAM "B"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Waxahachie Creek Park Team "B" 3 Day					
0001AA	BASE PERIOD 03 Oct 08-29 Mar 09	Day	(Estimated) 78	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 02 Oct 09 – 28 Mar 10	Day	(Estimated) 78	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

BENBROOK SOW / BID SCHEDULE**GATE ATTENDANT SCOPE OF WORK****BENBROOK LAKE OFFICE / HOLIDAY PARK “WINTER/ TEAM “A”**

1. PARK: Holiday Park consists of 105 campsites and 3 Boat Ramps. Responsibilities include collecting user fees, registering campers and visitors, maintaining campground status reports, reservation reports, user fee collection reports, posting campsite reservations, providing general information to the visiting public, surveillance of use fee compliance, and informing visitors of rules and regulations. The government provides a campsite with electrical, water and sewer service. A phone line is provided in the gate house at government expense. Private phone lines may be available at the gate attendant's expense.

2. TERM OF CONTRACT: Base period plus (1) period.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor's work schedule.

All contractors will be required to work a three-day on/ three-day off schedule. The contractor on the first shift of the contract period may be required to work a one or two day shift and then begin the three day rotation. Likewise, the contractor working the last shift of the contract period may be required to work a one or two day shift.

On Duty: 6:00 a.m. to 10:00 p.m.

Availability Hours: 6:00 a.m. on the first day of the three-day shift to 6:00 a.m. on the morning after the last day of the three-day shift.

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a.** Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b.** Report maintenance needs to the project office.
- c.** Provide status reports to other contractors as needed.
- d.** Report incidents, accidents, and any other unusual event to Project Personnel.
- e.** Check electrical and water outlets as needed.
- f.** Read and record data from water meters and/or traffic counters as needed or as scheduled.
- g.** Park Inspections: The contractor will be required to make a minimum of four inspection tours of the park each day. The Reservoir Manager reserves the right to increase the minimum number of inspection tours as needed.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
BENBROOK LAKE OFFICE / HOLIDAY PARK "WINTER/ TEAM "A"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Holiday Park Team "A" 3 Day					
0001AA	BASE PERIOD 01 Oct 08 - 31 Mar 09	Day	(Estimated) 92	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 01 Oct 09 - 31 Mar 10	Day	(Estimated) 92	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK**BENBROOK LAKE OFFICE / HOLIDAY PARK “WINTER/ TEAM “B”**

1. PARK: Holiday Park consists of 105 campsites and 3 Boat Ramps. Responsibilities include collecting user fees, registering campers and visitors, maintaining campground status reports, reservation reports, user fee collection reports, posting campsite reservations, providing general information to the visiting public, surveillance of use fee compliance, and informing visitors of rules and regulations. The government provides a campsite with electrical, water and sewer service. A phone line is provided in the gate house at government expense. Private phone lines may be available at the gate attendant's expense.

2. TERM OF CONTRACT: Base period plus (1) period.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor's work schedule.

All contractors will be required to work a three-day on/ three-day off schedule. The contractor on the first shift of the contract period may be required to work a one or two day shift and then begin the three day rotation. Likewise, the contractor working the last shift of the contract period may be required to work a one or two day shift.

On Duty: 6:00 a.m. to 10:00 p.m.

Availability Hours: 6:00 a.m. on the first day of the three-day shift to 6:00 a.m. on the morning after the last day of the three-day shift.

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a.** Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b.** Report maintenance needs to the project office.
- c.** Provide status reports to other contractors as needed.
- d.** Report incidents, accidents, and any other unusual event to Project Personnel.
- e.** Check electrical and water outlets as needed.
- f.** Read and record data from water meters and/or traffic counters as needed or as scheduled.
- g.** Park Inspections: The contractor will be required to make a minimum of four inspection tours of the park each day. The Reservoir Manager reserves the right to increase the minimum number of inspection tours as needed.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
BENBROOK LAKE OFFICE / HOLIDAY PARK "WINTER/ TEAM "B"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Holiday Park Team "B" 3 Day					
0001AA	BASE PERIOD 04 Oct 08 - 29 Mar 09	Day	(Estimated) 92	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 04 Oct 09 - 29 Mar 10	Day	(Estimated) 92	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK**BENBROOK LAKE OFFICE / NORTH HOLIDAY PARK “WINTER/ TEAM “A”**

1. PARK: Holiday Park consists of 35 day use sites and 3 Boat Ramps. Responsibilities include collecting user fees, user fee collection reports, providing general information to the visiting public, surveillance of use fee compliance, and informing visitors of rules and regulations. The government provides a campsite with electrical, water and sewer service. A phone line is provided in the gate house at government expense. Private phone lines may be available at the gate attendant's expense.

2. TERM OF CONTRACT: Base period plus (1) option period.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor's work schedule.

All contractors will be required to work a three-day on/ three-day off schedule. The contractor on the first shift of the contract period may be required to work a one or two day shift and then begin the three day rotation. Likewise, the contractor working the last shift of the contract period may be required to work a one or two day shift.

On Duty: 6:00 a.m. to 10:00 p.m.

Availability Hours: 6:00 a.m. on the first day of the three-day shift to 6:00 a.m. on the morning after the last day of the three-day shift.

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a. Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or as scheduled.
- g. Park Inspections: The contractor will be required to make a minimum of four inspection tours of the park each day. The Reservoir Manager reserves the right to increase the minimum number of inspection tours as needed.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
BENBROOK LAKE OFFICE / NORTH HOLIDAY PARK "WINTER/ TEAM "A"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Holiday Park Team "A" 3 Day					
0001AA	BASE PERIOD 01 Oct 08 - 31 Mar 09	Day	(Estimated) 92	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 01 Oct 09 - 31 Mar 10	Day	(Estimated) 92	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK**BENBROOK LAKE OFFICE / NORTH HOLIDAY PARK “WINTER/ TEAM “B”**

1. PARK: Holiday Park consists of 35 day use sites and 3 Boat Ramps. Responsibilities include collecting user fees, user fee collection reports, providing general information to the visiting public, surveillance of use fee compliance, and informing visitors of rules and regulations. The government provides a campsite with electrical, water and sewer service. A phone line is provided in the gate house at government expense. Private phone lines may be available at the gate attendant's expense.

2. TERM OF CONTRACT: Base period plus (1) option period.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor's work schedule.

All contractors will be required to work a three-day on/ three-day off schedule. The contractor on the first shift of the contract period may be required to work a one or two day shift and then begin the three day rotation. Likewise, the contractor working the last shift of the contract period may be required to work a one or two day shift.

On Duty: 6:00 a.m. to 10:00 p.m.

Availability Hours: 6:00 a.m. on the first day of the three-day shift to 6:00 a.m. on the morning after the last day of the three-day shift.

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a.** Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b.** Report maintenance needs to the project office.
- c.** Provide status reports to other contractors as needed.
- d.** Report incidents, accidents, and any other unusual event to Project Personnel.
- e.** Check electrical and water outlets as needed.
- f.** Read and record data from water meters and/or traffic counters as needed or as scheduled.
- g.** Park Inspections: The contractor will be required to make a minimum of four inspection tours of the park each day. The Reservoir Manager reserves the right to increase the minimum number of inspection tours as needed.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

BENBROOK LAKE OFFICE / NORTH HOLIDAY PARK "WINTER/ TEAM "B"

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
	Holiday Park Team "B" 3 Day				
0001AA	BASE PERIOD 04 Oct 08- 29 Mar 09	Day	(Estimated) 92	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 04 Oct 09 – 29 Mar 10	Day	(Estimated) 92	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK**BENBROOK LAKE OFFICE / BEAR CREEK PARK “WINTER/ TEAM “A”**

1. PARK: Holiday Park consists of 40 campsites, 1 group camping shelter and 2 Boat Ramps. Responsibilities include collecting user fees, user fee collection reports, providing general information to the visiting public, surveillance of use fee compliance, and informing visitors of rules and regulations. The government provides a campsite with electrical, water and sewer service. A phone line is provided in the gate house at government expense. Private phone lines may be available at the gate attendant's expense.

2. TERM OF CONTRACT: Base period plus (1) option period.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor's work schedule.

All contractors will be required to work a three-day on/ three-day off schedule. The contractor on the first shift of the contract period may be required to work a one or two day shift and then begin the three day rotation. Likewise, the contractor working the last shift of the contract period may be required to work a one or two day shift.

On Duty: 6:00 a.m. to 10:00 p.m.

Availability Hours: 6:00 a.m. on the first day of the three-day shift to 6:00 a.m. on the morning after the last day of the three-day shift.

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a.** Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b.** Report maintenance needs to the project office.
- c.** Provide status reports to other contractors as needed.
- d.** Report incidents, accidents, and any other unusual event to Project Personnel.
- e.** Check electrical and water outlets as needed.
- f.** Read and record data from water meters and/or traffic counters as needed or as scheduled.
- g.** Park Inspections: The contractor will be required to make a minimum of four inspection tours of the park each day. The Reservoir Manager reserves the right to increase the minimum number of inspection tours as needed.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

BENBROOK LAKE OFFICE / BEAR CREEK PARK "WINTER/ TEAM "A"

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Holiday Park Team "A" 3 Day					
0001AA	BASE PERIOD 01 Oct 08 - 31 Mar 09	Day	(Estimated) 92	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 01 Oct 09 - 31 Mar 10	Day	(Estimated) 92	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK**BENBROOK LAKE OFFICE / BEAR CREEK PARK “WINTER/ TEAM “B”**

- 1. PARK:** Holiday Park consists of 40 campsites, 1 group camping shelter and 2 Boat Ramps. Responsibilities include collecting user fees, user fee collection reports, providing general information to the visiting public, surveillance of use fee compliance, and informing visitors of rules and regulations. The government provides a campsite with electrical, water and sewer service. A phone line is provided in the gate house at government expense. Private phone lines may be available at the gate attendant's expense.
- 2. TERM OF CONTRACT:** Base period plus (1) option period.
- 3. CONTRACTOR WILL SUPPLY THE FOLLOWING:** The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.
- 4. GATE HOUSE OPERATION:** The following is the Contractor's work schedule.

All contractors will be required to work a three-day on/ three-day off schedule. The contractor on the first shift of the contract period may be required to work a one or two day shift and then begin the three day rotation. Likewise, the contractor working the last shift of the contract period may be required to work a one or two day shift.

On Duty: 6:00 a.m. to 10:00 p.m.

Availability Hours: 6:00 a.m. on the first day of the three-day shift to 6:00 a.m. on the morning after the last day of the three-day shift.

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a.** Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b.** Report maintenance needs to the project office.
- c.** Provide status reports to other contractors as needed.
- d.** Report incidents, accidents, and any other unusual event to Project Personnel.
- e.** Check electrical and water outlets as needed.
- f.** Read and record data from water meters and/or traffic counters as needed or as scheduled.
- g.** Park Inspections: The contractor will be required to make a minimum of four inspection tours of the park each day. The Reservoir Manager reserves the right to increase the minimum number of inspection tours as needed.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

BENBROOK LAKE OFFICE / BEAR CREEK PARK "WINTER/ TEAM "B"

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Holiday Park Team "B" 3 Day					
0001AA	BASE PERIOD 04 Oct 08 - 29 Mar 09	Day	(Estimated) 92	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 04 Oct 09 - 29 Mar 10	Day	(Estimated) 92	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

LAVON SOW / BID SCHEDULE**GATE ATTENDANT SCOPE OF WORK****LAVON LAKE / LAVONIA PARK “WINTER/ TEAM “B”****GATE HOUSE OPERATION: 4 Days on/4 Days off****TERM OF CONTRACT:** Base period plus (1) option period.**Parks Available**Lavonia Park

Tour of Park	3.0 Miles
Campsites	37
Tent Sites	15
Day Use Sites	45
Boat Ramps	2
Amphitheatre	1

Work Schedule

On-duty: 6:00 a.m. – 10:00 p.m.

Availability Hours: 10:00 p.m. – 6:00 a.m.

Types of Fees Collected/Items to be Sold

Camping

Day Use (Boat Ramp)

Annual Passes

Golden Age Cards

Exceptions/Additions to the Gate Attendant Scope of Work

Park Inspections: The contractors in each park will be required to make a minimum of four inspection tours of the park each day they are on duty. The Reservoir Manager reserves the right to increase the minimum number of inspection tours as needed.

Trailer Site: Temporary living quarters (travel trailer) may not exceed 40 feet in length.

Use Fee Monies: Each week, the contractor will be required to bring all receipts, permits, reports, bills for collection, and checks to the Lavon Lake Office to be accepted or verified by a fee collector. Use fee monies will be brought to the office a minimum of once per week.

OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
LAVON LAKE OFFICE / LAVONIA "WINTER/ TEAM "B"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
	Lavonia Park Team "B" 4 Day				
0001AA	BASE PERIOD 01 Oct 08 - 31 Mar 09	Day	(Estimated) 94	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 01 Oct 09 - 31 Mar 10	Day	(Estimated) 94	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
	GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)			\$ _____	

LEWISVILLE SOW / BID SCHEDULE

GATE ATTENDANT SCOPE OF WORK

LEWISVILLE LAKE OFFICE / HICKORY CREEK PARK "WINTER / TEAM "A"

1. PARK: Hickory Creek Park is a 240 acre park which offers one hundred and twenty six (126) campsites, of which ten (10) are primitive sites, and one (1) group shelter. The RV/tent camping sites are supplied with water connections and electrical hookups. Restroom/shower facilities, one (1) boat launch ramp, and a sanitary dump station are also offered. The Gate Attendant pad site is an uncovered 14 x 40 foot slab with shade trees, a picnic table, cooker/grill, a patio area, a storage shed, 50 amp electrical service, water hookup, and sewer hookup.

2. TERM OF CONTRACT: Base period plus (2) option periods.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor's work schedule.

Contractor	Monday thru Thursday	Friday thru Sunday
Winter "A"	6:00 a.m. – 10:00 p.m. Night Duty* from 10:00 p.m. - 6:00 a.m. Night Duty* ends at 6:00 a.m. Friday morning	OFF

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress services.

5. OTHER DUTIES:

- a. Lock and unlock gates, restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. **Read** and record data from water meters and/or traffic counters as needed or as scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
LEWISVILLE LAKE OFFICE / HICKORY CREEK PARK "WINTER / TEAM "A"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Hickory Creek Park Team "A" 4 Day					
0001AA	BASE PERIOD 01 Oct 08 - 31 Mar 09	Day	(Estimated) 104	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 01 Oct 09 -31 Mar 10	Day	(Estimated) 104	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0003AA	OPTION PERIOD 2 01 Oct 10 - 31 Mar 11	Day	(Estimated) 104	\$ _____	\$ _____
0003AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0003AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0003AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK

LEWISVILLE LAKE OFFICE / HICKORY CREEK PARK "WINTER / TEAM "B"

1. PARK: Hickory Creek Park is a 240 acre park which offers one hundred and twenty six (126) campsites, of which ten (10) are primitive sites, and one (1) group shelter. The RV/tent camping sites are supplied with water connections and electrical hookups. Restroom/shower facilities, one (1) boat launch ramp, and a sanitary dump station are also offered. The Gate Attendant pad site is an uncovered slab which measures 40 feet long, and 14 feet wide, with shade trees, picnic table, cooker/grill, a patio area, a storage shed, 50 amp electric service, water hookups, and sewer hookups.

2. TERM OF CONTRACT: Base period plus (2) option periods.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor’s work schedule.

Contractor	Friday thru Sunday	Monday thru Thursday
Winter "B"	6:00 a.m. – 10:00 p.m. Night Duty* from 10:00 p.m. - 6:00 a.m. Night Duty* ends at 6:00 a.m. Monday morning	OFF

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 10:00 p.m. and 6:00 a.m. to provide emergency ingress services.

5. OTHER DUTIES:

- a. Lock and unlock gates, restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
LEWISVILLE LAKE OFFICE / HICKORY CREEK PARK "WINTER / TEAM "B"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Hickory Creek Park Team "B" 3 Day					
0001AA	BASE PERIOD 03 Oct 08 – 29 Mar 09	Day	(Estimated) 80	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 02 Oct 09 -28 Mar 10	Day	(Estimated) 80	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0003AA	OPTION PERIOD 2 01 Oct 10 - 27 Mar 11	Day	(Estimated) 80	\$ _____	\$ _____
0003AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0003AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0003AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK

LEWISVILLE LAKE OFFICE / WESTLAKE PARK “WINTER/ TEAM “A”

1. PARK: Westlake Park and Oakland Park have been combined into a single park unit. The combination of parks will be called Westlake Park. This scope covers operation of the combined facility. Westlake Park is a 160-acre "Day Use Only" park. No overnight camping is allowed. Facilities in the park include a swimming beach, four group shelters, two public boat launch ramps, one hundred eighteen (118) picnic sites, two (2) screened shelters and five (5) restrooms. If over booking takes place at another Corps park, the camper may be directed to Oakland Park. In this situation, the Contractor will not be responsible for collecting camping fees, but may need to assist the camper to a camp site. The Gate Attendant pad site is an uncovered slab which measures 50 feet long, and 14 feet wide, with shade trees, a picnic table, a patio area, a storage shed, 50 amp electrical service, water hookups, and sewer hookups.

2. TERM OF CONTRACT: The contract period is one (1) base year plus two (2) option years.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor’s work schedule.

Contractor	Friday thru Sunday	Monday thru Thursday
Winter “A”	OFF	10:00 a.m. – 8:00 p.m. Night Duty* from 8:00 p.m. - 10:00 a.m. Night Duty* ends at 10:00 a.m. Monday morning.

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 8:00 p.m. and 10:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a. Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or as scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
LEWISVILLE LAKE OFFICE / WESTLAKE PARK "WINTER / TEAM "A"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Westlake Park Team "A" 4 Day					
0001AA	BASE PERIOD 01 Oct 08 - 31 Mar 09	Day	(Estimated) 104	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 01 Oct 09 -31 Mar 10	Day	(Estimated) 104	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0003AA	OPTION PERIOD 2 01 Oct 10 - 31 Mar 11	Day	(Estimated) 104	\$ _____	\$ _____
0003AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0003AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0003AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GATE ATTENDANT SCOPE OF WORK

LEWISVILLE LAKE OFFICE / WESTLAKE PARK “WINTER/ TEAM “B”

PARK: Westlake Park and Oakland Park have been combined into a single park unit. The combination of parks will be called Westlake Park. This scope covers operation of the combined facility. Westlake Park is a 160-acre "Day Use Only" park. No overnight camping is allowed. Facilities in the park include a swimming beach, four group shelters, two public boat launch ramps, one hundred eighteen (118) picnic sites, two (2) screened shelters and five (5) restrooms. If over booking takes place at another Corps park, the camper may be directed to Oakland Park. In this situation, the Contractor will not be responsible for collecting camping fees, but may need to assist the camper to a camp site. The Gate Attendant pad site is an uncovered slab which measures 50 feet long, and 14 feet wide, with shade trees, a picnic table, a patio area, a storage shed, 50 amp electrical service, water hookups, and sewer hookups.

2. TERM OF CONTRACT: The contract period is one (1) base year plus two (2) option years.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor’s work schedule.

Contractor	Friday thru Sunday	Monday thru Thursday
Winter “B”	10:00 a.m. – 8:00 p.m. Night Duty* from 8:00 p.m. - 10:00 a.m. Night Duty* ends at 10:00 a.m. Monday morning.	OFF

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 8:00 p.m. and 10:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a. Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or as scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
LEWISVILLE LAKE OFFICE / WESTLAKE PARK "WINTER/ TEAM "B"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Westlake Park Team "B" 3 Day					
0001AA	BASE PERIOD 03 Oct 08 - 29 Mar 09	Day	(Estimated) 80	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 02 Oct 09 - 28 Mar 10	Day	(Estimated) 80	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0003AA	OPTION PERIOD 2 01 Oct 10 - 27 Mar 11	Day	(Estimated) 80	\$ _____	\$ _____
0003AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0003AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0003AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

GRAPEVINE SOW / BID SCHEDULE

GATE ATTENDANT SCOPE OF WORK

GRAPEVINE LAKE OFFICE / MURRELL PARK “WINTER/ TEAM “A”

1. PARK: Murrell Park is a 700-acre "Day Use Only" park. Primitive overnight camping is allowed. Facilities in the park include a public boat launch ramp, approximately 30 primitive picnic sites, and 2 vault style restrooms. No showers are available. The Gate Attendant pad site is an uncovered slab which measures 50 feet long, and 14 feet wide, with shade trees, a picnic table, a patio area, 30 amp electrical service, and water hookups.

2. TERM OF CONTRACT: Base period plus (2) option periods.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor’s work schedule.

Contractor	First Four Days	Second Four Days
Winter “A”	10:00 a.m. – 8:00 p.m. Night Duty* from 8:00 p.m. - 10:00 a.m. Night Duty* ends at 10:00 a.m.	OFF

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 8:00 p.m. and 10:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a. Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or as scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this

**TRINITY REGIONAL PROJECT BID SCHEDULE
GRAPEVINE LAKE OFFICE / MURRELL PARK "WINTER/ TEAM "A"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Murrell Park Team "A" 4 Day					
0001AA	BASE PERIOD 01 Oct 08 - 29 Mar 09	Day	(Estimated) 92	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 01 Oct 09 -29 Mar 10	Day	(Estimated) 92	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0003AA	OPTION PERIOD 2 01 Oct 10 -29 Mar 11	Day	(Estimated) 92	\$ _____	\$ _____
0003AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0003AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0003AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	

**GATE ATTENDANT SCOPE OF WORK
GRAPEVINE LAKE OFFICE / MURRELL PARK “WINTER/ TEAM “B”**

1. PARK: Murrell Park is a 700-acre "Day Use Only" park. Primitive overnight camping is allowed. Facilities in the park include a public boat launch ramp, approximately 30 primitive picnic sites, and 2 vault style restrooms. No showers are available. The Gate Attendant pad site is an uncovered slab which measures 50 feet long, and 14 feet wide, with shade trees, a picnic table, a patio area, 30 amp electrical service, and water hookups.

2. TERM OF CONTRACT: Base period plus (2) option periods.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING: The Contractor is required to have phone service in his/her trailer and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at each gate attendant trailer site, although cellular phone service is allowed if contractor chooses. Some areas around the lake have poor reception.

4. GATE HOUSE OPERATION: The following is the Contractor’s work schedule.

Contractor	First Four Days	Second Four Days
Winter “B”	OFF	10:00 a.m. – 8:00 p.m. Night Duty* from 8:00 p.m. - 10:00 a.m. Night Duty* ends at 10:00 a.m.

NIGHT DUTY* - The Contractor shall be required to be available at his/her trailer on duty days between the hours of 8:00 p.m. and 10:00 a.m. to provide emergency ingress and egress services.

5. OTHER DUTIES:

- a. Open gates at 6:00 a.m. and close gates at 10:00 p.m., open and close restrooms, and other facilities to prevent damage to public or private property.
- b. Report maintenance needs to the project office.
- c. Provide status reports to other contractors as needed.
- d. Report incidents, accidents, and any other unusual event to Project Personnel.
- e. Check electrical and water outlets as needed.
- f. Read and record data from water meters and/or traffic counters as needed or as scheduled.

6. OTHER REQUIREMENTS: See the Trinity Regional Project Scope of Work included in this solicitation for additional requirements.

**TRINITY REGIONAL PROJECT BID SCHEDULE
GRAPEVINE LAKE OFFICE / MURRELL PARK "WINTER/ TEAM "B"**

ITEM NO	SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Murrell Park Team "A" 4 Day					
0001AA	BASE PERIOD 05 Oct 08 - 31 Mar 09	Day	(Estimated) 90	\$ _____	\$ _____
0001AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0001AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0001AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0002AA	OPTION PERIOD 1 05 Oct 09 - 31 Mar 10	Day	(Estimated) 90	\$ _____	\$ _____
0002AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0002AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0002AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
0003AA	OPTION PERIOD 2 05 Oct 10 -31 Mar 11	Day	(Estimated) 90	\$ _____	\$ _____
0003AB	TRAINING Orientation / Pre Work Conference	Day	1	\$ _____	\$ _____
0003AC	BOND Business Service, Fidelity, or Dishonesty	Each	1	\$ _____	\$ _____
0003AD	MISCELLANEOUS EXPENSES Postage fees-money orders, cashier checks, envelopes, etc.	Lump Sum	1	\$ _____	\$ _____
GRAND TOTAL BASE PERIOD PLUS OPTION PERIOD (S)				\$ _____	\$ _____

Section H - Special Contract Requirements

CONTRACTOR DATA SHEET

CONTRACTOR DATA SHEET

**** PLEASE FILL OUT THE DATA LISTED BELOW AND RETURN WITH YOUR QUOTE****

In the event of award issue purchase order to

NAME: _____

ADDRESS: _____ **CITY** _____

STATE/ZIP CODE: _____ **COUNTY** _____

TELEPHONE NO: _____ **MOBILE NO:** _____

TAX ID/SSN: _____ **DUNS NUMBER:** _____ **CAGE CODE:** _____

EMAIL ADDRESS (OPTIONAL): _____

NAME OF TEAM MEMBER: _____

Potential bidders shall submit a resume with their quote on a separate sheet of paper. This information will be used to evaluate offer:

- 1. Previous work experience (location, supervisor, phone number).**
- 2. Prior experience working as a gate or park attendant (location, supervisor, phone number).**
- 3. Experience with computer/reservation systems (list programs and/or applications).**
- 4. Ability to maintain accurate records and manage (account for) funds (e.g. user fees, campground status, reservations, bills for collection).**
- 5. Ability to interact courteously with the public in stressful situations.**
- 6. Ability to follow procedures and adapt to change.**
- 7. Ability to communicate.**
- 8. References – (list a minimum of 3) and (2) relating to past experience.**

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2008)

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

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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.

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 conducting the business can demonstrate--

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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 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 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.

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

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

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

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

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) 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.

(7) 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:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

- ___ 50 or fewer ___ \$1 million or less
- ___ 51 - 100 ___ \$1,000,001 - \$2 million
- ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(9) (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 database maintained by the Small Business Administration (PRO-Net), 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)(9)(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: _____.)

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 (c)(10)(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.

(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 \$100,000.) 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 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. The terms ``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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "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 or Moroccan 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 or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

-	-
_____	_____
-	-

(List as necessary)

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

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

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

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) 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 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 it does not conduct any restricted business operations in Sudan.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject

to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C)

agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 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).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

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

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)) flow down required for all subcontracts subject to the Service Contract Act of 1965 (41U.S.C. 351, et seq.).

(viii) 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.)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements ``Nov 2007" (41 U.S.C. 351, et seq.)

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

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

(End of clause)

52.217-8 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)

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 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(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

TITLE	HOURLY WAGE	FRINGE BENEFITS
Gate Attendant/Gate Tender	\$12.56	32.85%

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider

this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.ebs.usace.army.mil

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any DFAR (48 CFR PART 201) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (FEB 2008) (DEVIATION)), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)

252.247-7024

Notification of Transportation of Supplies by Sea (MAR 2000) (10
U.S.C. 2631)

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (Jun 2008) Alternate I	APR 2002
52.225-18	Place of Manufacture	SEP 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2008)

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

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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.

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 conducting the business can demonstrate--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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 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 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.

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

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

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

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

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) 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.

(7) 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:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (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 database maintained by the Small Business Administration (PRO-Net), 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)(9)(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: _____.)

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for 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.

(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 \$100,000.) 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 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. The terms "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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "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 or Moroccan 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 or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-

Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

(List as necessary)

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract 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 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 it does not conduct any restricted business operations in Sudan.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

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

(2) The small business size standard is (insert size standard).

(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) (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.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(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--

(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)(6)(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.

(7) (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)

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

The offeror represents that --

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

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

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (NOV 2007)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror () does () does not certify that--

(1) 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;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) 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

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act--

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENT --BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006)

(a) Definitions. Bahrainian end product, domestic end product, Free Trade Agreement country, Free Trade Agreement country end product, foreign end product, Moroccan end product, qualifying country end product, and United States have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products.

(Line Item Number) (Country of Origin (If known))

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

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

(i) ASSIST (<http://assist.daps.dla.mil>).

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

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

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

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain

information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://ebs.swf.usace.army.mil>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any **DFAR** (48 CFR Chapter **PART 201**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. Technical capability of the item offered to include past performance and price to meet the government requirement.

- (c) Technical
- (d) Past Performance

All technical factors when combined, are approximately **equal to price**.

Potential bidders shall submit a resume with their quote on a separate sheet of paper. The following technical information will be used to evaluate offer:

1. Previous work experience (location, supervisor, phone number).
2. Prior experience working as a gate or park attendant (location, supervisor, phone number).
3. Experience with computer/reservation systems (list programs and/or applications).
4. Ability to maintain accurate records and manage (account for) funds (e.g. user fees, campground status, reservations, bills for collection).
5. Ability to interact courteously with the public in stressful situations.
6. Ability to follow procedures and adapt to change.
7. Ability to communicate.
8. References – (list a minimum of 3) and (2) relating to past experience.

(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 clause)

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)

WAGE DETERMINATION

WD 05-2509 (Rev.-5) was first posted on www.wdol.gov on 06/03/2008

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Division of Director Wage Determinations	Wage Determination No.: 2005-2509 Revision No.: 5 Date Of Revision: 05/29/2008

State: Texas

Area: Texas Counties of **Collin**, Cooke, Dallas, Delta, **Denton**, **Ellis**, Fannin, Grayson, Henderson, Hopkins, Hunt, Kaufman, Lamar, Navarro, Rains, Rockwall, Smith, Van Zandt, Wood

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.74
01012 - Accounting Clerk II	15.43
01013 - Accounting Clerk III	17.26
01020 - Administrative Assistant	22.51
01040 - Court Reporter	16.60
01051 - Data Entry Operator I	12.21
01052 - Data Entry Operator II	13.32
01060 - Dispatcher, Motor Vehicle	19.42
01070 - Document Preparation Clerk	11.98
01090 - Duplicating Machine Operator	11.98
01111 - General Clerk I	10.29
01112 - General Clerk II	12.10
01113 - General Clerk III	14.03
01120 - Housing Referral Assistant	19.91
01141 - Messenger Courier	9.80
01191 - Order Clerk I	12.59
01192 - Order Clerk II	14.68
01261 - Personnel Assistant (Employment) I	14.96
01262 - Personnel Assistant (Employment) II	16.74
01263 - Personnel Assistant (Employment) III	19.53
01270 - Production Control Clerk	20.00
01280 - Receptionist	13.36
01290 - Rental Clerk	14.46
01300 - Scheduler, Maintenance	15.85
01311 - Secretary I	15.85
01312 - Secretary II	17.12
01313 - Secretary III	19.91
01320 - Service Order Dispatcher	15.88
01410 - Supply Technician	22.51
01420 - Survey Worker	16.60
01531 - Travel Clerk I	12.09
01532 - Travel Clerk II	12.99
01533 - Travel Clerk III	13.94
01611 - Word Processor I	12.80
01612 - Word Processor II	14.46
01613 - Word Processor III	16.60
05000 - Automotive Service Occupations	

05005	- Automobile Body Repairer, Fiberglass	20.00
05010	- Automotive Electrician	21.33
05040	- Automotive Glass Installer	19.38
05070	- Automotive Worker	20.39
05110	- Mobile Equipment Servicer	17.15
05130	- Motor Equipment Metal Mechanic	20.52
05160	- Motor Equipment Metal Worker	19.38
05190	- Motor Vehicle Mechanic	21.27
05220	- Motor Vehicle Mechanic Helper	15.99
05250	- Motor Vehicle Upholstery Worker	18.35
05280	- Motor Vehicle Wrecker	19.38
05310	- Painter, Automotive	22.43
05340	- Radiator Repair Specialist	19.38
05370	- Tire Repairer	12.44
05400	- Transmission Repair Specialist	20.52
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.26
07041	- Cook I	9.05
07042	- Cook II	10.24
07070	- Dishwasher	8.38
07130	- Food Service Worker	8.98
07210	- Meat Cutter	13.11
07260	- Waiter/Waitress	7.53
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.32
09040	- Furniture Handler	10.24
09080	- Furniture Refinisher	15.32
09090	- Furniture Refinisher Helper	12.02
09110	- Furniture Repairer, Minor	13.78
09130	- Upholsterer	16.35
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.83
11060	- Elevator Operator	8.60
11090	- Gardener	11.76
11122	- Housekeeping Aide	8.60
11150	- Janitor	9.70
11210	- Laborer, Grounds Maintenance	10.05
11240	- Maid or Houseman	8.04
11260	- Pruner	10.67
11270	- Tractor Operator	11.43
11330	- Trail Maintenance Worker	10.05
11360	- Window Cleaner	11.12
12000	- Health Occupations	
12010	- Ambulance Driver	14.15
12011	- Breath Alcohol Technician	18.77
12012	- Certified Occupational Therapist Assistant	23.65
12015	- Certified Physical Therapist Assistant	22.03
12020	- Dental Assistant	18.00
12025	- Dental Hygienist	32.85
12030	- EKG Technician	26.26
12035	- Electroneurodiagnostic Technologist	26.26
12040	- Emergency Medical Technician	14.15
12071	- Licensed Practical Nurse I	16.62
12072	- Licensed Practical Nurse II	18.60
12073	- Licensed Practical Nurse III	20.73
12100	- Medical Assistant	13.97
12130	- Medical Laboratory Technician	17.47
12160	- Medical Record Clerk	14.05
12190	- Medical Record Technician	14.00
12195	- Medical Transcriptionist	14.05
12210	- Nuclear Medicine Technologist	30.47
12221	- Nursing Assistant I	8.82
12222	- Nursing Assistant II	10.41
12223	- Nursing Assistant III	10.92
12224	- Nursing Assistant IV	12.29
12235	- Optical Dispenser	14.48
12236	- Optical Technician	11.39
12250	- Pharmacy Technician	13.14
12280	- Phlebotomist	13.27
12305	- Radiologic Technologist	23.44
12311	- Registered Nurse I	24.31
12312	- Registered Nurse II	29.73
12313	- Registered Nurse II, Specialist	29.73
12314	- Registered Nurse III	35.97

12315	- Registered Nurse III, Anesthetist	35.97
12316	- Registered Nurse IV	43.12
12317	- Scheduler (Drug and Alcohol Testing)	24.20
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	17.54
13012	- Exhibits Specialist II	21.92
13013	- Exhibits Specialist III	26.79
13041	- Illustrator I	20.98
13042	- Illustrator II	25.98
13043	- Illustrator III	29.14
13047	- Librarian	31.56
13050	- Library Aide/Clerk	12.64
13054	- Library Information Technology Systems Administrator	23.14
13058	- Library Technician	13.46
13061	- Media Specialist I	15.83
13062	- Media Specialist II	17.71
13063	- Media Specialist III	19.73
13071	- Photographer I	14.38
13072	- Photographer II	16.93
13073	- Photographer III	21.16
13074	- Photographer IV	24.89
13075	- Photographer V	28.62
13110	- Video Teleconference Technician	16.28
14000	- Information Technology Occupations	
14041	- Computer Operator I	15.59
14042	- Computer Operator II	17.44
14043	- Computer Operator III	20.78
14044	- Computer Operator IV	24.67
14045	- Computer Operator V	27.31
14071	- Computer Programmer I (1)	23.88
14072	- Computer Programmer II (1)	27.62
14073	- Computer Programmer III (1)	27.62
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	27.62
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	15.41
14160	- Personal Computer Support Technician	24.67
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	27.62
15020	- Aircrew Training Devices Instructor (Rated)	31.48
15030	- Air Crew Training Devices Instructor (Pilot)	34.63
15050	- Computer Based Training Specialist / Instructor	29.32
15060	- Educational Technologist	28.68
15070	- Flight Instructor (Pilot)	34.63
15080	- Graphic Artist	21.95
15090	- Technical Instructor	22.61
15095	- Technical Instructor/Course Developer	26.97
15110	- Test Proctor	18.16
15120	- Tutor	18.16
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	8.64
16030	- Counter Attendant	8.64
16040	- Dry Cleaner	10.99
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	11.58
16220	- Tailor	12.35
16250	- Washer, Machine	9.44
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	16.60
19040	- Tool And Die Maker	19.07
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	15.02
21030	- Material Coordinator	18.98
21040	- Material Expediter	18.98
21050	- Material Handling Laborer	12.80
21071	- Order Filler	11.84
21080	- Production Line Worker (Food Processing)	15.02
21110	- Shipping Packer	12.67
21130	- Shipping/Receiving Clerk	12.67

21140	- Store Worker I	9.98
21150	- Stock Clerk	14.47
21210	- Tools And Parts Attendant	14.96
21410	- Warehouse Specialist	15.02
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	27.96
23021	- Aircraft Mechanic I	26.69
23022	- Aircraft Mechanic II	27.96
23023	- Aircraft Mechanic III	29.26
23040	- Aircraft Mechanic Helper	18.10
23050	- Aircraft, Painter	23.80
23060	- Aircraft Servicer	20.76
23080	- Aircraft Worker	21.94
23110	- Appliance Mechanic	17.18
23120	- Bicycle Repairer	12.44
23125	- Cable Splicer	19.60
23130	- Carpenter, Maintenance	15.68
23140	- Carpet Layer	16.43
23160	- Electrician, Maintenance	20.94
23181	- Electronics Technician Maintenance I	20.30
23182	- Electronics Technician Maintenance II	25.68
23183	- Electronics Technician Maintenance III	29.34
23260	- Fabric Worker	16.68
23290	- Fire Alarm System Mechanic	17.31
23310	- Fire Extinguisher Repairer	13.74
23311	- Fuel Distribution System Mechanic	19.17
23312	- Fuel Distribution System Operator	16.29
23370	- General Maintenance Worker	16.09
23380	- Ground Support Equipment Mechanic	26.69
23381	- Ground Support Equipment Servicer	20.76
23382	- Ground Support Equipment Worker	21.94
23391	- Gunsmith I	13.74
23392	- Gunsmith II	15.78
23393	- Gunsmith III	17.51
23410	- Heating, Ventilation And Air-Conditioning Mechanic	18.85
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
19.75		
23430	- Heavy Equipment Mechanic	17.22
23440	- Heavy Equipment Operator	16.14
23460	- Instrument Mechanic	19.91
23465	- Laboratory/Shelter Mechanic	16.60
23470	- Laborer	10.80
23510	- Locksmith	17.26
23530	- Machinery Maintenance Mechanic	19.81
23550	- Machinist, Maintenance	15.93
23580	- Maintenance Trades Helper	12.02
23591	- Metrology Technician I	19.91
23592	- Metrology Technician II	20.54
23593	- Metrology Technician III	21.83
23640	- Millwright	20.25
23710	- Office Appliance Repairer	17.15
23760	- Painter, Maintenance	15.32
23790	- Pipefitter, Maintenance	20.42
23810	- Plumber, Maintenance	19.53
23820	- Pneudraulic Systems Mechanic	17.51
23850	- Rigger	18.59
23870	- Scale Mechanic	15.78
23890	- Sheet-Metal Worker, Maintenance	16.62
23910	- Small Engine Mechanic	14.69
23931	- Telecommunications Mechanic I	23.56
23932	- Telecommunications Mechanic II	24.66
23950	- Telephone Lineman	21.34
23960	- Welder, Combination, Maintenance	16.14
23965	- Well Driller	16.15
23970	- Woodcraft Worker	16.14
23980	- Woodworker	12.88
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.73
24580	- Child Care Center Clerk	13.39
24610	- Chore Aide	7.22
24620	- Family Readiness And Support Services Coordinator	10.30
24630	- Homemaker	17.11
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	22.92

25040 - Sewage Plant Operator	16.85
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	14.13
25210 - Water Treatment Plant Operator	16.61
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.09
27007 - Baggage Inspector	12.79
27008 - Corrections Officer	16.52
27010 - Court Security Officer	19.65
27030 - Detection Dog Handler	16.68
27040 - Detention Officer	17.43
27070 - Firefighter	20.40
27101 - Guard I	11.63
27102 - Guard II	16.68
27131 - Police Officer I	25.26
27132 - Police Officer II	28.07
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.84
28042 - Carnival Equipment Repairer	11.15
28043 - Carnival Equipment Worker	8.37
28210 - Gate Attendant/Gate Tender	12.56
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	14.41
28510 - Recreation Aide/Health Facility Attendant	10.25
28515 - Recreation Specialist	13.52
28630 - Sports Official	11.47
28690 - Swimming Pool Operator	19.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.81
29020 - Hatch Tender	15.81
29030 - Line Handler	15.81
29041 - Stevedore I	14.49
29042 - Stevedore II	16.12
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.35
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.08
30021 - Archeological Technician I	16.85
30022 - Archeological Technician II	19.45
30023 - Archeological Technician III	23.51
30030 - Cartographic Technician	24.10
30040 - Civil Engineering Technician	21.37
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.45
30063 - Drafter/CAD Operator III	21.68
30064 - Drafter/CAD Operator IV	26.67
30081 - Engineering Technician I	14.51
30082 - Engineering Technician II	16.28
30083 - Engineering Technician III	18.21
30084 - Engineering Technician IV	22.56
30085 - Engineering Technician V	27.60
30086 - Engineering Technician VI	33.40
30090 - Environmental Technician	23.25
30210 - Laboratory Technician	22.28
30240 - Mathematical Technician	24.10
30361 - Paralegal/Legal Assistant I	17.84
30362 - Paralegal/Legal Assistant II	22.10
30363 - Paralegal/Legal Assistant III	27.03
30364 - Paralegal/Legal Assistant IV	32.70
30390 - Photo-Optics Technician	24.10
30461 - Technical Writer I	20.45
30462 - Technical Writer II	25.02
30463 - Technical Writer III	30.28
30491 - Unexploded Ordnance (UXO) Technician I	21.83
30492 - Unexploded Ordnance (UXO) Technician II	26.41
30493 - Unexploded Ordnance (UXO) Technician III	31.66
30494 - Unexploded (UXO) Safety Escort	21.83
30495 - Unexploded (UXO) Sweep Personnel	21.83
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	21.68
30621 - Weather Observer, Senior (2)	21.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.18
31030 - Bus Driver	14.88
31043 - Driver Courier	14.28

31260 - Parking and Lot Attendant	8.63
31290 - Shuttle Bus Driver	15.05
31310 - Taxi Driver	9.76
31361 - Truckdriver, Light	15.05
31362 - Truckdriver, Medium	18.84
31363 - Truckdriver, Heavy	19.05
31364 - Truckdriver, Tractor-Trailer	19.05
99000 - Miscellaneous Occupations	
99030 - Cashier	8.76
99050 - Desk Clerk	9.75
99095 - Embalmer	18.54
99251 - Laboratory Animal Caretaker I	10.06
99252 - Laboratory Animal Caretaker II	11.00
99310 - Mortician	22.06
99410 - Pest Controller	16.32
99510 - Photofinishing Worker	11.19
99710 - Recycling Laborer	15.05
99711 - Recycling Specialist	17.83
99730 - Refuse Collector	13.31
99810 - Sales Clerk	12.41
99820 - School Crossing Guard	9.30
99830 - Survey Party Chief	20.36
99831 - Surveying Aide	12.20
99832 - Surveying Technician	15.63
99840 - Vending Machine Attendant	11.64
99841 - Vending Machine Repairer	14.07
99842 - Vending Machine Repairer Helper	11.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, 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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 05-2513 (Rev.-5) was first posted on www.wdol.gov on 06/03/2008

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2513
Revision No.: 5
Date Of Revision: 05/29/2008

State: Texas

Area: Texas Counties of Erath, Hood, Jack, Johnson, Montague, Palo Pinto, Parker,
Somervell, Tarrant, Wise

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I (1)	13.74
01012 - Accounting Clerk II	15.43
01013 - Accounting Clerk III	17.26
01020 - Administrative Assistant	22.51
01040 - Court Reporter	16.60
01051 - Data Entry Operator I	12.21
01052 - Data Entry Operator II	13.32
01060 - Dispatcher, Motor Vehicle	19.27
01070 - Document Preparation Clerk	11.98
01090 - Duplicating Machine Operator	11.98
01111 - General Clerk I	10.29
01112 - General Clerk II	12.10
01113 - General Clerk III	14.03
01120 - Housing Referral Assistant	19.91
01141 - Messenger Courier	9.68
01191 - Order Clerk I	12.59
01192 - Order Clerk II	14.68
01261 - Personnel Assistant (Employment) I	14.96
01262 - Personnel Assistant (Employment) II	16.74
01263 - Personnel Assistant (Employment) III	19.53
01270 - Production Control Clerk	20.00
01280 - Receptionist	13.36
01290 - Rental Clerk	14.46
01300 - Scheduler, Maintenance	15.85
01311 - Secretary I	15.85
01312 - Secretary II	17.12
01313 - Secretary III	19.91
01320 - Service Order Dispatcher	17.11
01410 - Supply Technician	22.51
01420 - Survey Worker	16.60
01531 - Travel Clerk I	12.29
01532 - Travel Clerk II	13.23
01533 - Travel Clerk III	14.18
01611 - Word Processor I	12.80
01612 - Word Processor II	14.46
01613 - Word Processor III	16.60
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.31
05010 - Automotive Electrician	21.00
05040 - Automotive Glass Installer	21.00
05070 - Automotive Worker	21.52
05110 - Mobile Equipment Servicer	15.77
05130 - Motor Equipment Metal Mechanic	22.55
05160 - Motor Equipment Metal Worker	21.00
05190 - Motor Vehicle Mechanic	22.55
05220 - Motor Vehicle Mechanic Helper	16.83
05250 - Motor Vehicle Upholstery Worker	20.05
05280 - Motor Vehicle Wrecker	20.05
05310 - Painter, Automotive	19.09

05340 - Radiator Repair Specialist	20.05
05370 - Tire Repairer	11.39
05400 - Transmission Repair Specialist	22.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.14
07041 - Cook I	9.05
07042 - Cook II	10.24
07070 - Dishwasher	8.55
07130 - Food Service Worker	8.98
07210 - Meat Cutter	13.63
07260 - Waiter/Waitress	8.43
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	11.79
09080 - Furniture Refinisher	14.72
09090 - Furniture Refinisher Helper	11.79
09110 - Furniture Repairer, Minor	12.94
09130 - Upholsterer	14.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.83
11060 - Elevator Operator	8.86
11090 - Gardener	11.52
11122 - Housekeeping Aide	8.75
11150 - Janitor	9.70
11210 - Laborer, Grounds Maintenance	10.07
11240 - Maid or Houseman	8.04
11260 - Pruner	10.67
11270 - Tractor Operator	11.35
11330 - Trail Maintenance Worker	10.07
11360 - Window Cleaner	11.02
12000 - Health Occupations	
12010 - Ambulance Driver	15.42
12011 - Breath Alcohol Technician	18.77
12012 - Certified Occupational Therapist Assistant	23.65
12015 - Certified Physical Therapist Assistant	22.03
12020 - Dental Assistant	18.76
12025 - Dental Hygienist	32.85
12030 - EKG Technician	26.26
12035 - Electroneurodiagnostic Technologist	26.26
12040 - Emergency Medical Technician	15.42
12071 - Licensed Practical Nurse I	16.62
12072 - Licensed Practical Nurse II	18.80
12073 - Licensed Practical Nurse III	20.73
12100 - Medical Assistant	13.54
12130 - Medical Laboratory Technician	17.47
12160 - Medical Record Clerk	14.05
12190 - Medical Record Technician	14.00
12195 - Medical Transcriptionist	14.05
12210 - Nuclear Medicine Technologist	30.47
12221 - Nursing Assistant I	8.82
12222 - Nursing Assistant II	10.41
12223 - Nursing Assistant III	10.92
12224 - Nursing Assistant IV	12.29
12235 - Optical Dispenser	14.48
12236 - Optical Technician	11.39
12250 - Pharmacy Technician	13.14
12280 - Phlebotomist	13.60
12305 - Radiologic Technologist	23.44
12311 - Registered Nurse I	24.31
12312 - Registered Nurse II	29.73
12313 - Registered Nurse II, Specialist	29.73
12314 - Registered Nurse III	35.97
12315 - Registered Nurse III, Anesthetist	35.97
12316 - Registered Nurse IV	43.12
12317 - Scheduler (Drug and Alcohol Testing)	24.20
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.54
13012 - Exhibits Specialist II	23.51
13013 - Exhibits Specialist III	26.22
13041 - Illustrator I	21.02
13042 - Illustrator II	26.00
13043 - Illustrator III	31.79
13047 - Librarian	31.56
13050 - Library Aide/Clerk	12.64

13054 - Library Information Technology Systems Administrator	23.69
13058 - Library Technician	13.19
13061 - Media Specialist I	15.41
13062 - Media Specialist II	17.71
13063 - Media Specialist III	19.73
13071 - Photographer I	12.76
13072 - Photographer II	15.53
13073 - Photographer III	19.14
13074 - Photographer IV	21.10
13075 - Photographer V	24.60
13110 - Video Teleconference Technician	16.28
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.59
14042 - Computer Operator II	17.44
14043 - Computer Operator III	21.23
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.31
14071 - Computer Programmer I (2)	22.79
14072 - Computer Programmer II (2)	27.62
14073 - Computer Programmer III (2)	27.62
14074 - Computer Programmer IV (2)	27.62
14101 - Computer Systems Analyst I (2)	27.62
14102 - Computer Systems Analyst II (2)	27.62
14103 - Computer Systems Analyst III (2)	27.62
14150 - Peripheral Equipment Operator	15.59
14160 - Personal Computer Support Technician	24.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.62
15020 - Aircrew Training Devices Instructor (Rated)	35.31
15030 - Air Crew Training Devices Instructor (Pilot)	38.84
15050 - Computer Based Training Specialist / Instructor	29.32
15060 - Educational Technologist	28.68
15070 - Flight Instructor (Pilot)	38.84
15080 - Graphic Artist	21.95
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	25.20
15110 - Test Proctor	18.16
15120 - Tutor	18.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.64
16030 - Counter Attendant	8.64
16040 - Dry Cleaner	10.99
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	11.58
16220 - Tailor	12.35
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.04
19040 - Tool And Die Maker	22.64
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	18.66
21040 - Material Expediter	18.66
21050 - Material Handling Laborer	12.80
21071 - Order Filler	11.80
21080 - Production Line Worker (Food Processing)	15.02
21110 - Shipping Packer	12.62
21130 - Shipping/Receiving Clerk	12.62
21140 - Store Worker I	9.98
21150 - Stock Clerk	14.47
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.95
23021 - Aircraft Mechanic I	26.69
23022 - Aircraft Mechanic II	27.95
23023 - Aircraft Mechanic III	29.26
23040 - Aircraft Mechanic Helper	18.10
23050 - Aircraft, Painter	19.62
23060 - Aircraft Servicer	20.54

23080 - Aircraft Worker	21.59
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	21.60
23130 - Carpenter, Maintenance	15.68
23140 - Carpet Layer	15.02
23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	22.02
23182 - Electronics Technician Maintenance II	24.38
23183 - Electronics Technician Maintenance III	26.35
23260 - Fabric Worker	15.63
23290 - Fire Alarm System Mechanic	17.31
23310 - Fire Extinguisher Repairer	13.74
23311 - Fuel Distribution System Mechanic	18.10
23312 - Fuel Distribution System Operator	15.47
23370 - General Maintenance Worker	16.09
23380 - Ground Support Equipment Mechanic	26.69
23381 - Ground Support Equipment Servicer	20.54
23382 - Ground Support Equipment Worker	21.59
23391 - Gunsmith I	13.74
23392 - Gunsmith II	15.78
23393 - Gunsmith III	17.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.85
23411 - Heating, Ventilation And Air Condtioning Mechanic (Research Facility)	19.75
23430 - Heavy Equipment Mechanic	17.22
23440 - Heavy Equipment Operator	15.81
23460 - Instrument Mechanic	19.91
23465 - Laboratory/Shelter Mechanic	16.60
23470 - Laborer	11.51
23510 - Locksmith	17.26
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	15.81
23580 - Maintenance Trades Helper	11.79
23591 - Metrology Technician I	19.91
23592 - Metrology Technician II	20.54
23593 - Metrology Technician III	21.83
23640 - Millwright	20.25
23710 - Office Appliance Repairer	17.15
23760 - Painter, Maintenance	14.72
23790 - Pipefitter, Maintenance	20.42
23810 - Plumber, Maintenance	19.53
23820 - Pneudraulic Systems Mechanic	17.51
23850 - Rigger	18.59
23870 - Scale Mechanic	15.78
23890 - Sheet-Metal Worker, Maintenance	16.62
23910 - Small Engine Mechanic	14.68
23931 - Telecommunications Mechanic I	19.27
23932 - Telecommunications Mechanic II	20.13
23950 - Telephone Lineman	19.46
23960 - Welder, Combination, Maintenance	15.81
23965 - Well Driller	17.39
23970 - Woodcraft Worker	16.68
23980 - Woodworker	14.06
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	7.86
24620 - Family Readiness And Support Services Coordinator	10.30
24630 - Homemaker	17.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	16.61
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	13.65
25210 - Water Treatment Plant Operator	16.61
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.09
27007 - Baggage Inspector	12.79
27008 - Corrections Officer	17.46
27010 - Court Security Officer	19.65
27030 - Detection Dog Handler	16.68
27040 - Detention Officer	17.95
27070 - Firefighter	20.40

27101 - Guard I	11.63
27102 - Guard II	16.68
27131 - Police Officer I	25.26
27132 - Police Officer II	28.07
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.83
28042 - Carnival Equipment Repairer	11.61
28043 - Carnival Equipment Worker	8.37
28210 - Gate Attendant/Gate Tender	12.56
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	14.41
28510 - Recreation Aide/Health Facility Attendant	10.25
28515 - Recreation Specialist	13.52
28630 - Sports Official	11.47
28690 - Swimming Pool Operator	17.16
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.81
29020 - Hatch Tender	15.81
29030 - Line Handler	15.81
29041 - Stevedore I	14.54
29042 - Stevedore II	16.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (3)	34.35
30011 - Air Traffic Control Specialist, Station (HFO) (1)	23.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (1)	26.08
30021 - Archeological Technician I	16.85
30022 - Archeological Technician II	19.45
30023 - Archeological Technician III	23.51
30030 - Cartographic Technician	24.10
30040 - Civil Engineering Technician	23.51
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.45
30063 - Drafter/CAD Operator III	21.68
30064 - Drafter/CAD Operator IV	26.67
30081 - Engineering Technician I	14.51
30082 - Engineering Technician II	17.09
30083 - Engineering Technician III	18.21
30084 - Engineering Technician IV	22.56
30085 - Engineering Technician V	27.60
30086 - Engineering Technician VI	33.40
30090 - Environmental Technician	21.07
30210 - Laboratory Technician	19.64
30240 - Mathematical Technician	24.10
30361 - Paralegal/Legal Assistant I	17.84
30362 - Paralegal/Legal Assistant II	22.10
30363 - Paralegal/Legal Assistant III	27.03
30364 - Paralegal/Legal Assistant IV	32.70
30390 - Photo-Optics Technician	24.10
30461 - Technical Writer I	20.45
30462 - Technical Writer II	25.02
30463 - Technical Writer III	29.32
30491 - Unexploded Ordnance (UXO) Technician I	21.83
30492 - Unexploded Ordnance (UXO) Technician II	26.41
30493 - Unexploded Ordnance (UXO) Technician III	31.66
30494 - Unexploded (UXO) Safety Escort	21.83
30495 - Unexploded (UXO) Sweep Personnel	21.83
30620 - Weather Observer, Combined Upper Air Or Surface Programs (1)	21.68
30621 - Weather Observer, Senior (1)	21.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.18
31030 - Bus Driver	14.88
31043 - Driver Courier	13.76
31260 - Parking and Lot Attendant	8.63
31290 - Shuttle Bus Driver	14.49
31310 - Taxi Driver	9.76
31361 - Truckdriver, Light	14.49
31362 - Truckdriver, Medium	18.88
31363 - Truckdriver, Heavy	18.50
31364 - Truckdriver, Tractor-Trailer	18.50
99000 - Miscellaneous Occupations	
99030 - Cashier	8.76
99050 - Desk Clerk	9.75
99095 - Embalmer	16.57
99251 - Laboratory Animal Caretaker I	10.05

99252 - Laboratory Animal Caretaker II	11.00
99310 - Mortician	23.40
99410 - Pest Controller	14.37
99510 - Photofinishing Worker	10.41
99710 - Recycling Laborer	15.05
99711 - Recycling Specialist	17.15
99730 - Refuse Collector	13.31
99810 - Sales Clerk	12.41
99820 - School Crossing Guard	9.09
99830 - Survey Party Chief	22.13
99831 - Surveying Aide	12.83
99832 - Surveying Technician	16.12
99840 - Vending Machine Attendant	11.70
99841 - Vending Machine Repairer	14.18
99842 - Vending Machine Repairer Helper	11.67

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).
- 2) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 3) 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.

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.