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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 4. ORDE			ER NUMBER		5. SOLICITATION NUMBER W912BV-17-Q-0006				6. SOLICITATION ISSUE DATE 10-Nov-2016			
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)											P	AGE 2 OF 235
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT RE			EPRESENTATIVE 32f. TELEF			EPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
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Section A - Solicitation/Contract Form

INSTRUCTIONS TO OFFERORS Information and Instructions to Offerors

2017 Gate Attendant Openings – The U.S. Army Corps of Engineers – Tulsa District has the following locations open for Gate Attendant positions starting in the 2017 contract year.

Lake	Public Site Areas (PSAs)
Canton Lake, OK	Sandy Cove Campground Shift A
	Sandy Cove Campground Shift B
	SANDY COVE BEACH ATTENDANT
Eufaula Lake, OK	Belle Starr Shift A
	Highway 9 Shift A
Fort Gibson Lake, OK	Rocky Point Shift A
	Taylors Ferry South Shift A
Heyburn Lake, OK	Heyburn Park PSA
	Heyburn Park PSA Rover
	Sheppard Point PSA
Hugo Lake, OK	Virgil Point PSA 3 Day (Fri-Sat-Sun) – Shift B
John Redmond, KS	Riverside West, Riverside East, and Dam Site Parks
Kaw Lake, OK	Coon Creek PSA Shift B
	Osage Cove PSA Shift A
	Osage Cove PSA Shift B
	Sarge Creek Cove PSA Shift A
Keystone Lake, OK	Appalachia Bay PSA Shift A (Thur-Sun)
	Appalachia Bay PSA Shift B (Mon-Wed)
	Washington Irving South PSA Shift A (Mon-Wed, Alternate Sun)
	Washington Irving South PSA Shift B (Thur-Sat, Alternate Sun)
	Walnut Creek PSA (Thur-Mon)
Oologah Lake, OK	Hawthorn Bluff PSA Shift A
	Hawthorn Bluff Beach

	Blue Creek PSA
Pat Mayse Lake, TX	Pat Mayse West PSA Shift A
	Sanders Cove PSA Shift B
Pine Creek Lake, OK	Little River Park Shift 1 PSA
	Little River Park Shift 2 PSA
	Pine Creek Cove Shift 1 PSA
	Pine Creek Cove Shift 2 PSA
R.S. Kerr Lake, OK	Cowlington Point PSA
	Short Mountain Cove PSA
Sardis Lake, OK	Potato Hills Central PSA
Skiatook Lake, OK	Tall Chief Cove PSA
	Twin Points PSA
Tenkiller Lake, OK	Strayhorn Landing PSA Shift A
	Strayhorn Landing PSA Shift B
	Pettit Bay PSA Shift A
Lake Texoma, OK	East Burns Run PSA
	East Burns Run / West Burns Run PSA Rover
	Johnson Creek PSA
	Juniper Point PSA
	Lakeside PSA
	Preston Rec PSA
	East Burns Run Day Use PSA
	West Burns Run Day Use PSA
Waurika Lake, OK	Chisholm Trail Shift B
Webbers Falls, OK	Spaniard Creek PSA

If you have never had a Government Contract and need to know where to start, read below.

Note: When accessing any websites referenced in this solicitation it is recommended you type the internet address in the address bar or your web browser instead of using a search engine as you may be directed to the wrong website.

- 1. **Obtain a DUNS number** at http://www.dnb.com/ or by calling 1-866-705-5711. At the DNB website, click on the tab "D-U-N-S NUMBER" on the top right of the page. It is located under the search block. Scroll to the bottom of the webpage to select "Request a D-U-N-S Number for doing business with the government". Click on "Get a D-U-N-S number" on the bottom left of the page. Complete the registration. A DUNS number is a mandatory data element for registering in the database SAM. It **does not** cost anything to obtain a DUNS number. Services to notify you of Government opportunities or help with Government contracting may be offered to you throughout the registration process and are at your option and expense. Any services requiring a fee that are offered to you through this website are not required by the Government to receive a contract. Once completed, the DUNS number may be available instantaneously or it will be emailed or mailed to you within a few days. If it is longer than a few days follow up with your registration status with DNB through the website or by telephone.
- 2. Register in SAM. You cannot register in SAM until you are assigned a DUNS number. Once you receive your DUNS number access SAM at http://www.sam.gov to register. It does not cost anything to register in SAM. Click on "Create an Account" on the top right page under the user name and password login. Complete the information fields to register. The payment information you input in this website will be how and where you receive your payment for services. Include the NAICS code 721211 in your registration. All persons contracting with the Corps of Engineers must be registered and remain in an "active status" in the SAM database throughout the contract period. You CAN NOT use a government employee's information in your registration such as phone number, email address, name or physical address. It is your responsibility to provide this information or obtain this information for registration.
- 3. **Submit your quote.** While your information is processing follow the directions below under "I'm ready to submit a quote" to fill out the proper paperwork and submit. An award cannot be made to an offeror unless their registration is complete.

I'm ready to submit a quote.

Review the Following-

Read the entire solicitation. Ensure you read the *General Scope of Work* and the *Site Specific Scope of Work* under <u>Section C</u> of this solicitation. These sections cover all the requirements for work that is to be performed. The *General Scope of Work* applies to all areas that are advertised. The *Site Specific Scope of Work* details the work to be completed at a specific area such as the dates of performance, shift times, and special requirements (bonding and background checks). Review the Successful Quote Checklist.

There are PTAC centers (Procurement Technical Assistance Centers) that can help submit your quote or provide assistance in getting registered in DNB or SAM. You can locate a PTAC center

at http://www.aptac-us.org/new/Govt_Contracting/find.php. PTAC offers their services at little or no charge.

You may need to access your local library or office supply store to print, scan, email, fax, or mail your quote. There may be a fee for these services.

Return the Following-

- 1- A completed 1st page of the solicitation. If any amendments are issued a signed copy of the first page of each and every amendment must also be returned. Please check http://www.fbo.gov for any issued amendments or sign up through http://www.fbo.gov to receive notifications of any issued amendment.
- 2- **Completed Offeror's Information Sheet** (Found on the next few pages.)
- 3- **The Pricing Schedule for each area** you are submitting a quote for. The Pricing schedule is the next page after the *Site Specific Scope of Work* of each area in Section C.
- 4- **52.212-3 paragraphs (c) through (o).** If you have <u>NOT</u> filled out Representations & Certifications through http://www.sam.gov, fill out 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS paragraphs (c) through (o) in this solicitation. If any of the information to these questions has changed, update your SAM or submit the changes by filling out paragraphs (c) through (o). Please be aware if you choose to answer these questions by submitting them with your quote this will not update your SAM registration. You can find this in the solicitation under Section K under paragraph 52.212-3. The first question starts out:

"(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern." The questions cover about 10 pages in length. If anything does not apply write "N/A".

Only return the pages listed above.

Email is the preferred method of submission but you may mail, fax, or hand deliver your quote with the information below.

When mailing your quote ensure you write the address exactly as written below.

Tulsa District Corps of Engineers
ATTN; CECT-SWT-E, Douglas Buffington and Amy C. Feemster
(W912BV-17-Q-0006)
1645 SOUTH 101ST EAST AVE.
Tulsa, OK 74128

Illegible handwritten quotes will not be considered. Typed quotes are highly encouraged and the preferred method. Do not use spring clamps, staples, or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages or removal of pages.

DO NOT use tabbed dividers, flagged tabs, or any divider that extends beyond the paper size to separate sections. The pages must be able to be removed from their binding without ripping or tearing.

Ensure you allow enough time to submit your quote before the due date and time.

OR

Emailed quotes in a file format readable by Adobe or Microsoft Office readable file formats are the only acceptable methods of submitting a quote electronically. Send quotes to E-mail addresses Douglas.D.Buffington@usace.army.mil and Amy.C.Feemster@USACE.Army.mil. Ensure your quote is received before the due date and time. In order for your quote to be considered responsive, all required materials must be received before the due date and time. If all required materials are not received your quote will not be considered.

When emailing your quote ensure you put the solicitation number in the subject line. Ensure your attachment is legible. Send your quote as one attachment. DO NOT attach multiple files or attach each separate page as a file. If another format is used and we cannot open the file you will be contacted to resubmit your quote.

Email: amy.c.feemster@usace.army.mil

AND

Douglas.D.Buffington@usace.army.mil

When faxing your quote use a cover page to address it to the attention of Amy C. Feemster and Douglas Buffington and provide the solicitation number, your name, a telephone number you can be reached at, and the number of pages you are sending. This ensures we have received all pages of your quote.

FAX: 918-669-7495

OR

When hand delivering your quote it is best to call ahead so the Contract Specialist is aware of your arrival and arrangements can be made for someone to meet you at the building. Upon arriving you must enter through the visitor entrance and go through Security. Please inform Security you are delivering a quote to Contracting. A telephone is also available at Guest Services for them to call our office. You can only leave your quote with the designated Contract Specialist listed on the solicitation or a Contracting Officer. The time received is when Contracting is handed your quote.

ADDRESS: 1645 South 101st East Ave Tulsa, OK 74128

Contact: Douglas Buffington at 918-669-7078 or Amy Feemster at 918-669-7173

Offerors will be evaluated and award will be made to the lowest-priced, responsible offeror, whose quote conforms to the requirement of the solicitation.

All Gate Attendant contract terms consist of a Base-Year Plus Two (2) Option Years (2017 through 2020). Options may be exercised at the discretion of the Government. The total duration of this contract, including the exercising of any options under this provision, shall not exceed three (3) years.

OPTION YEARS:

- Option to Extend the term of the contract (unilateral). The Government may
 extend the term of this contract by written notice to the contractor at least 60-days
 before the expiration date of the current performance period. This written notice
 will be issued in the form of a letter, requiring execution/agreement by both the
 Government and the Contractor. The Government may informally contact the
 Contractor prior to issuance of this written notice to ensure availability of the
 Contractor for the extension period.
- If the Option is exercised, the extended contract shall be considered to include Option Clause 52.217-9; however the Government retains the right not to extend the contract by exercising the option year(s).

PAYMENT INFORMATION:

- 1. Payment information is inputted into your http://www.sam.gov registration.
- 2. All payments are issued through our Finance Center located in Millington, TN.
- 3. Payment issues need to be addressed to the Finance Center.
- 4. Payments will be made on a monthly basis (30-Days).
- 5. Your registration in SAM must be active to receive payment.
 - This requirement is set aside as 100% Total Small Business. See Clause 52.219-6, Notice of Total Small Business Set-Aside in this Request for Quotation for details. This clause includes all general conditions required by the Tulsa District Corps of Engineers for Gate Attendant positions.

SHIFTS OF TEN (10) HOURS OR GREATER REQUIRE TWO PERSONS

You will be asked to list the name(s) of the individual(s) to work as Gate Attendants. The people listed cannot change during the duration of the contract and the work performed cannot be subcontracted. If any situation arises where any of the

individuals cannot perform the contract duties the COR or Contracting Officer must be notified immediately.

Background check info

If you are selected for award a background check will be required. **Do not** obtain the background check now. You will be instructed to do so if you are selected. All persons handling Government monies or accessing a Government computer system are required to have a current local law enforcement background check submitted to the Point of Contact (POC). The Corps of Engineers reserves the right to deny access to any individual who has any derogatory information in the background check or whose presence, in the opinion of the Contracting Officer, would be disruptive. Background check disqualifying factors include: Any felony conviction; a misdemeanor conviction within the previous five years for a crime of violence, drug use/possession, or theft. If an individual does not have a disqualifying factor but has a misdemeanor conviction then those individuals will be evaluated or considered on a case by case basis.

Successful Packet Checklist

You have a DUNS number or in process of receiving one.
You have registered in SAM at http://www.sam.gov . You can register in SAM once you have obtained your DUNS number.
You are currently active in SAM (http://www.sam.gov). SAM requires you log in annually to update your information to remain in an active status. Ensure to log in and make sure your account is active.
Your NAICS code listed in your SAM account is 721211. If you have not listed this code in your SAM account you must log in and add this number.
You have checked to see if any amendments have been issued on http://www.fbo.gov . If any amendments are issued acknowledge the amendment(s) by signing and returning the first page and any other documents that are mentioned in the amendment. If an amendment is issued after you have submitted your quote, submit the signed amendment. You do not need to resubmit your whole quote package.
NO cross outs or strike through marks. Submit a legible quote with no correction marks
You are ensuring your quote will be submitted before the due date and time. The due date and time is in block 8 on the first page of the solicitation. If any amendments are issued the date may be extended and the new date will be listed in the amendment. Quotes that are late and/or incomplete will not be considered for award.
Do not return every page of the solicitation. Only the documents listed.

Successful Packet Checklist

Fill out the First Page of the Solicitation and return
Block 12 Discount for Prompt Payment. A prompt payment discount is the amount your invoice will be discounted if the Government pays your bill early. For example: If your invoice is for \$100 and you offer a discount of 1% within 20 days, and the Government pays you within 20 days, your payment would be \$99. If this block is empty we will default Net 30 (total net amount paid within 30 days).
Block 17a include the following: Name of Individual(s) as it appears in SAM Address Email DUNS/Cage Code Numbers- If you are currently in the process of obtaining a DUNS number you can leave this blank Telephone number that you can be reached during the business hours of 8:00 a.m. to 4:30 p.m. CST
Block 30a - SignatureBlock 30b - Print NameBlock 30c - Date Fill out the Pricing Schedule and Return
Return the Pricing Schedule for each area you are submitting for. The Pricing Schedule for each area is located after each <i>Site Specific Scope of Work</i> in Section C Input a unit price and total price. The unit price is the amount you are quoting on a daily basis. The unit price (amount per day) multiplied by the number of days equals the total amount. For example if you are quoting a price of \$100 per day and there are 90 days of work in the base year, the total price will be \$9,000. (\$100 x 90 = \$9,000) Ensure all prices on line items are filled in. All line items must be priced to be considered for award. You will need to pay special attention to the start and end dates and the total number of work days posted in the Base year and each Option year because they may change Unit prices must be rounded to the nearest cent (hundredths). \$20.56 IS an acceptable price. \$20.564 IS NOT an acceptable price. Do not round total amount numbers. Fill out your name as it appears in SAM and sign the bottom of each Pricing
Schedule.
Offeror's Information Sheet
Complete and return the Offeror's Information Sheet provided on the next page.

You may apply to any of the areas listed in this solicitation. Preferences of your top 5 areas are given consideration when evaluating quotes. The Government will choose the location for Gate Attendants based on the best value to the Government.

Representations and Certifications

____ You have filled out the Representations and Certifications online **OR** have filled out Clause 52.212-3 paragraphs (c) through (o) in the solicitation.

How Quotes Will Be Evaluated

- *** You may be selected for any areas that you have submitted quotes for even if it is not your 1st preference.
- (i) Price evaluation: The government shall review acceptable offers by lowest price. Price reasonableness and affordability will also be evaluated.
- (ii) Past Performance: The Government will review all CPARS evaluations regardless of project and may contact points of contacts or evaluate any information provided to the Contract Specialist or Contracting Officer to include USACE District Past Performance files. Offerors must demonstrate the following minimum acceptability standards:

All past or current performance must have overall ratings of Satisfactory, Acceptable or above.

Any derogatory information may be grounds for an Unacceptable rating.

Offerors with no past performance information will receive an "Acceptable" rating for this factor.

Award will be made to the lowest-priced, responsible offeror, whose quote conforms to the requirement of the solicitation.

This procurement is being conducted in accordance with Simplified Acquisition Procedures (SAP) of FAR Parts 12 and 13. Any reference to offers or bids or offerors or bidders should be substituted with quotations or quoters. All reference to discussions shall not be interpreted under FAR Part 15, but rather indicate that the Government may communicate with offerors/quoters as allowed under simplified acquisition procedures.

INQUIRIES – OFFEROR'S QUESTIONS AND COMMENTS USE OF BIDDER'S INQUIRY

Prospective offerors shall submit questions and inquiries related to this solicitation in accordance with the following (no other means of questions or inquiries will be answered except through Bidder Inquiry):

- a. For information related to amendments, and the dates set for receipt of proposals, please check http://www.fedbizopps.gov
- b. Contractual and Technical inquiries and questions relating to proposal procedures are to be submitted via Bidder Inquiry in ProjNet at https://www.projnet.org/projnet.

- 1. To submit and review bid inquiry items, offerors will need to be a current registered user or self-register into the system. To self-register go to the aforementioned web page and click on the BID tab. Select Bidder Inquiry, select agency USACE, and enter the Bidder Inquiry Key for this solicitation listed below, your e-mail address, and then click login. Fill in all required information and click create user. Verify that information on next screen is correct and click continue.
 - 2. From this page you may view all bidder inquiries or add an inquiry.
- 3. Bidders will receive an acknowledgement of their question via e-mail, followed by an answer to their question after it has been processed.

4. The Solicitation Number is: W912BV-17-Q-0006

The Bidder Inquiry Key is: K2A922-7EW6NK

- c. The Bidder Inquiry System will be unavailable for new inquiries 10:00 AM CST Thursday 8 December 2016 in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.
- d. Offerors are requested to review the specification in its entirety, and review the Bidder Inquiry System for answers to guestions prior to submission of a new inquiry.
- e. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.
- f. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.
- g. The point of contact for this solicitation is:

Contract Specialist: Douglas Buffington Telephone: 918-669-7078

E-MAIL: Douglas.D.Buffington@USACE.Army.mil

PREPROPOSAL/SITE VISIT CONFERENCE

A Preproposal Conference/Site Visit is not scheduled at this time.

ANTITERRORISM AND OPERATIONS SECURITY REQUIREMENTS

The Government will provide the successful offeror with the required Army iWatch Antiterrorism Briefing documentation within two (2) business days of Contract Award.

Offeror's Information Sheet (W912BV-17-Q-0006) (Return this page with your quote.)

Name(s) as appears in SAM:	
Address:	
Phone or Contact No.:	
Email:	
Cage Code (SAM): (If you are registering and hav	e not been assigned a cage code number yet write "Pending"
List the individual(s) that wi	ll work as Gate Attendant(s).
1-	
2	
My offer is good until 30 App	ril 2017 unless I enter another date:

Section C - Descriptions and Specifications

GENERAL SCOPE OF WORK

GENERAL SCOPE OF WORK GATE ATTENDANT SERVICES VARIOUS PUBLIC SITE AREAS (PSAs) TULSA DISTRICT, U.S. ARMY CORPS OF ENGINEERS OKLAHOMA, KANSAS, AND TEXAS 2017

A. GENERAL CONTRACT REQUIREMENTS.

- 1. The contractor shall perform duties as outlined in this scope of work (**SOW**), and as identified in the "Site Specific SOW" (**SS SOW**) for individual Public Site Areas (**PSA**).
- 2. Whenever the term "contractor" or "gate attendant" (**GA**) is used in describing the requirements and responsibilities, the contractor is solely and fully responsible for ensuring the performance of the duties and responsibilities described.
- 3. Criminal Background Investigation.
- a. All persons handling Government monies or accessing the Government computer system, under this contract, shall have a current (within 90 days of submission) local law enforcement background check. Information shall be submitted to the Contracting Officer's Representative (**COR**)/Point of Contact (**POC**) no less than **5 working days** prior to the needed day of entry. Contractor shall be approved by the Government before they will be allowed to begin the required pre-performance training or perform work.
- b. Gate Attendant shall maintain a clean and orderly appearance consistent of regular hygiene, free of offensive or strong odors and conduct themselves in a professional manner. If Appearance, Odor or Demeanor should become unacceptable by evaluation of the COR/POC or Lake Manager to be disruptive to employees, other Contractors (Gate Attendants) in performing services or to the public, the contract will be terminated for cause by the Contracting Officer (KO). The Government reserves the right to deny access to any individuals who has any derogatory information in their background check. All background checks must be conducted by a law enforcement agency (i.e., Sheriff's Office, Police Department, etc) within the state in which the person resides.
- c. Individuals will be allowed to begin training if they do not have any disqualifying factors. Background check disqualifying factors include: Any felony conviction; a misdemeanor conviction within the previous five years for a crime of violence, drug use/possession, or theft. If an individual does not have a disqualifying factor, but has a misdemeanor conviction, those individuals will be evaluated or considered on a case by case basis.

- d. Provide "Criminal Investigation" background information on all persons that may perform work under this contract. This information shall be submitted with the contractor's quote, if available.
- e. By execution of the contract, the contractor certifies that all persons providing such services under the contract are so qualified.
- 4. Security bonding. Contractor shall be fully bonded/insured to secure funds not received by the Government; in amounts stated in the Site Specific SOWs (Suspected theft of Government monies or supplies will result in immediate termination and criminal prosecution.). The contractor shall <u>not</u> start work until proof of such bond or security is furnished. The contractor has the following options to fulfill this requirement:
- a. Obtain a fidelity bond from an insurance agent with the US Army Corps of Engineers, Tulsa District COE, named as the recipient. Cost is approximately 10% of the bond; or
- b. Furnish an irrevocable, unconditional letter of credit from a financial institution in the specified amount.
- c. Security bonding shall remain in full force for the duration of the contract period (1 year from award of contract) and for a minimum of 60 days past the completion of the contract end date.
- d. Final payment shall not be made under the terms of this contract until all funds are reconciled to the satisfaction of the Government.
- e. Condition in the bond requires the bonding company to notify the Corps of Engineers before the bond is modified, terminated or cancelled, prior to the original terminations dates.
- 5. Past performance reference information shall be provided with contractor's quotation. Contractors who have had a contract or purchase order "Terminated for Default" or "Termination for Cause" by the Government during the previous five years shall <u>not</u> be eligible for contract award. If this is discovered after award, the contract will be terminated.
- 6. Experience in the use of a computer is required for most GA positions (unless otherwise noted in the Site Specific Scope of Work/SS SOW). If contractor is unable to properly operate the computer and use the **National Recreation Reservation Service** (**NRRS**) program, the contractor will be deemed unable to perform the contract requirements and the contract will be terminated by the KO.
- 7. Work consists of a variety of duties managing the PSAs/day use areas as stated in section "E. GATE ATTENDANT GENERAL DUTIES" below; and/or as stated in the SS SOWs.
- 8. The contract consists of a one (1) year Base period, and two(2) 1-year Option Periods. Each contract period is twelve (12) months. The total duration of this contract, including the exercise

of any Options, shall not exceed three (3) years. Exercising of an Option Period is at the sole discretion of the Government.

- a. Actual performance period(s) for each PSA are stated in the SS SOWs.
- b. The performance start and end dates will vary from year to year based on scheduled work days. However, work will start no earlier or end no later than stated performance periods for each PUA. The contractor shall contact the Lake Office within 5 days upon receipt of the initial contract award as well as any modification to exercise any Option Period to coordinate the work schedule.
- 9. The Government reserves the right to select which PSA and/or project the contractor shall work, should the contractor submit offers at more than one location.
- 10. Gate attendant services shall only be performed by the individuals listed in the Offeror's Information Sheet. If for any reason the contractor cannot perform the prescribed work, the contract will be terminated by the KO.
- 11. The contractor shall abide by all Corps of Engineers management actions and decisions, and will follow all directions given to them by the POC and/or the KO, both verbal and written. The contractor shall <u>not</u> voice any negative opinions to the public or express derogatory statements which may lead to termination of the contract.
- 12. Gate attendants shall be courteous and display a professional attitude to the public at all times. Gate attendants will call Park Rangers immediately to assist if they encounter any problem with a park visitor. The contractor will cooperate fully with other contractors, camp hosts, volunteers, etc., and any problems will be resolved by the POC or KO.
- 13. Payment shall be processed on a monthly basis. Payment will be made based upon the amount proposed by the contractor and awarded by the Government. All payments will be made via Electronic Funds Transfer (EFT).

B. CONTRACTOR FURNISHED EQUIPMENT/MATERIALS, ETC.:

- 1. This contract requires two (2) individuals to fulfill the duties during the performance period (unless otherwise noted in the SS SOW). One person is required to occupy the gatehouse at all times during the work shift, and one person to be available for required park surveillance or other duties.
- 2. The contractor is required to live on-site in a contractor-furnished trailer/camper, to be parked at a location designated by the POC (usually near the entrance of the PSA or as otherwise stated in the SS SOW).
- a. The contractor's campsite shall be maintained in a clean and sanitary condition at all times and in accordance with CFR Title 36 at all times.

- b. The contractor shall not have unauthorized storage buildings, satellite receivers or similar items on the site.
- c. Dog pens, horse corrals, poultry cages or similar facilities for pets or the raising of animals shall not be permitted. All pets will be confined or on a leash of six feet or less in length. Horses, cattle, other large livestock, or exotic pets are <u>not</u> permitted. Any animal exhibiting dangerous or aggressive behavior will not be permitted, and shall be removed from Government property immediately. Pets are not permitted in the gatehouse at any time.
- d. Any items detracting from the overall appearance of the site must be removed as instructed by the POC.
- 3. The contractor will provide their own transportation for conducting duties or providing surveillance within the park, including transportation to other nearby parks for duties that may be required in the SOW. This will also include transportation for banking and mailing activities, or any other activities covered in the SOW. All vehicle expenses, including fuel, are the responsibility of the contractor.
- 4. The contractor will pay the cost of postage and cashier's checks for fee transmittals (unless otherwise stated in the Site Specific SOWs).
- 5. The contractor will provide some minor materials, supplies, and equipment to accomplish the work set forth in this contract, other than those items listed as furnished by the Government (see SS SOW).
- 6. The contractor may be required to provide supplies and materials necessary to clean the gatehouse. (see SS SOW).
- 7. The contractor may be required to provide a lawn mower/weed eater and fuel for their operation. (see SS SOW).
- 8. All expenses related to performance of work should be included in the contractors' proposed price. Separate payment will not be made for incidental expenses noted above.

C. GOVERNMENT FURNISHED EQUIPMENT/MATERIALS:

1. A <u>site</u> for a self-contained trailer/camper with electric and water utilities supplied by the Government (unless otherwise noted in the SS SOW). A sanitary dump will be available near the entrance of the park. In some cases, a trailer holding tank or a direct sanitary hookup may be available. Communications equipment (radio or telephone) will be provided at the gatehouse. Radio and telephone usage procedures shall follow Corps of Engineers standards as instructed by the POC.

- 2. The standard electrical pedestal is equipped with a 30 amp GFI breaker, which is adequate for most camp trailers (some locations may have 50 amp service). This may not be adequate for units having appliances such as microwave ovens, washers, dryers, dishwashers, televisions, and air conditioners running at the same time. The electrical pedestals shall not be modified to accommodate any additional load demands.
- 3. Gatehouse with gate, informational handout materials/pamphlets, copies of CFR Title 36 (rules and regulations) and campground maps.
- 4. Computer equipment and printers necessary to operate the **NRRS** and fee collection system. Other office equipment and supplies as deemed necessary to conduct official business.
- 5. Vest with Corps of Engineers identification, ball cap with Corps patch, and name tag that shall be worn while on duty.
- 6. Lawn mower and associated equipment and supplies for mowing or trimming in the immediate vicinity of the gatehouse may be provided by the Government, unless otherwise required to be provided by the contractor. (See SS SOW).
- 7. Landscape equipment and materials (See SS SOW).
- 8. The contractor will be required to sign a hand receipt for all property for which he/she will be responsible and will retain accountability until the contract period has ended, at which time the Government resumes responsibility via written accountability for those items. In the case of any loss, the contractor shall reimburse the Government the cost of replacement of the item.

D. TRAINING REQUIREMENTS:

- 1. Mandatory training on the **NRRS** computer program is required prior to the start of the performance period. The training and general orientation will require from three (3) to five (5) days, as determined by the POC for each location. The contractor will be required to attend this training prior to the actual start date of the performance period. *The amount of time required to attend training must be factored into the proposed price, as separate payment will not be made*. Contractors who are unwilling or unable to learn the **NRRS** computer program will be terminated.
- 2. During the three (3) to five (5) day training, other training and orientation will be provided such as general handling of Government funds, courteousness to the public, radio and telephone usage, personal and visitor safety requirements, and any other aspects of gate attendant duties, some of which may be specific to a particular position or PSA.
- 3. The contractor shall become familiar with campground policies and the rules and regulations that relate to Corps of Engineers lands ("Title 36"). If a violation is noted, the contractor is to make the first contact, keeping it friendly, and inform the person(s) of the violation. The

contractor will not pursue enforcement. If a violation persists, the contractor will then contact a Park Ranger.

E. GATE ATTENDANT GENERAL DUTIES:

- 1. Gate attendants will perform specific duties daily to implement the reservation, fee collection, and campground management program in accordance with established procedures. Duties include, but are not limited to, the following:
- a. Register/process campers with reservations. Check site availability for customers without reservations; assign walk-up sites or un-reserved campsites. Register using NRRS system to account for collection of fees. The contractor will utilize the **NRRS** computer program for all transactions whether a site has been reserved or not. This will include accepting credit cards and processing them through the **NRRS** system.
- b. Collect and account for fees generated; maintain current on-site records. (May be required to collect day use fees in multipurpose PSAs) (See SS SOWs).
- c. Sell Corps annual days use permits and America the Beautiful Passes as required by the Lake Manager. All monies, receipts, and registers for these sales will be handled and accounted for as instructed by the Lake Manager.
- d. Provide on-site reservations through **NRRS**. The contractor shall <u>not</u> take advance reservations over the phone, but will provide advance reservation services for on-site customers, as directed by the instructions from **NRRS** and instructed by the POC.
- e. Post reserved facilities. Post reservation signs or cones at picnic shelters, group camping areas, or individual campsites, as instructed by the COR, whether or not the facility is reserved through the **NRRS**.
 - f. Receive daily arrival reports.
- g. Prepare and forward all associated reports and transmit funds through designated channels. (Instructions will be given during pre-work training sessions).
 - h. Inform visitors of proper use of park facilities, for example:
- (1) Advise campers to utilize developed facilities only and not camp at undeveloped areas on the lake.
- (2) Advise all visitors to park and operate vehicles or camping units only on paved surfaces or at designated overflow areas.
 - (3) Inform visitors about maintaining quiet hours.

- i. Inform campers who did not vacate their site when expected, to return to the gatehouse to pay additional camping fees.
- j. Inspect the PSA a minimum of two times each day during regular duty hours; scheduled at least 2 1/2 hours apart. At least one inspection should be scheduled just prior to quiet hours to ensure the fees for all occupied sites have been collected. Additional trips into the park may be necessary to physically post reserved sites.
- k. To insure all fees are collected, additional surveillance may be required, especially during holiday periods, weekends or other heavy usage periods.
- l. Report disturbances such as vandalism, harassment of visitors, rowdiness, speeding, or violation of quiet hours to Park Rangers, or if unable to contact them, to local law enforcement officers. All accidents will be promptly reported to the Park Rangers.
- m. Keep a written log of complaints and criticism of park facilities, and provide this information to Park Rangers.
- n. Other specific duties and procedures will be defined in written information and through the pre-work training provided by the Government.
- o. Open and close gates to PUAs as specified in the SS SOW or as instructed by the COR. May be required to open and/or close the gate in case of emergencies, at times other than their regular work shift coverage.
- p. Open and close gates in nearby parks (contractor must furnish their own transportation as stated in the SS SOW).
- q. Assist Park Rangers in maintaining quiet hours from 10 p.m. 6 a.m. Advise campers who are already camped in the park or who are returning to the park that quiet hours are in effect. Advise Park Rangers of violations.
- r. Direct late arrivals to overflow areas, other Corps of Engineers parks, or nearby commercial campgrounds.
 - s. Lock and secure the gatehouse after duty hours or at any time it is left unattended.
- 2. Amounts collected <u>must</u> balance to user permits issued or contractor will be required to reimburse the Government for any shortages or questionable loss of funds. Any loss is to be reported immediately to the Government "Recreation Fee Cashier". When checks are used for payment, the attendant will ensure that the check is completed in accordance with instructions from the **NRRS** service (or as instructed by the POC).
- 3. Gate attendants may utilize user fee monies to make change; however, personal cash may be needed to make change in some instances, especially at the beginning of a shift. Contractors are

required to keep a change fund of their own money of at least \$100 at all times, this requirement will be subject to unannounced audit.

- 4. The contractor will <u>not</u> make refunds or credits, but will accept such requests and refer them to the Lake Manager. A form will be provided to the customer to request a refund be mailed to them at a later date. Completed forms will be given to a Park Ranger.
- 5. Transmittal of Fees. Transmit fees in accordance with instructions from the NRRS or the POC. This function includes, but is not limited to, the following items:
 - a. Prepare transmittal forms.
 - b. Tabulate fees collected.
- c. Convert cash collections into cashier's checks for transmittal (at contractor's expense) (or as otherwise specified in the SS SOWs)...
- d. Mail or transport transmittal forms, cahiers checks, and personal checks to the proper location as instructed by the POC. If mailing directly to NRRS, shall be mailed during normal business hours (Monday-Friday) from inside the US Post Office facility or from Project Office.
- e. Provide a copy of the computer generated deposit summary report (DSR) for each fee transmittal, and provide it, with a copy of the corresponding cashier's check and a copy of all personal checks to the Lake Office for verification and audit purposes each week or at the end of their shift.
- f. Use fee collections will be transmitted as soon as possible when the total reaches \$5,000, but no later than the morning of the next business day financial institutions are open (in the case of weekends and holidays). This will normally require submittals on Monday and Friday mornings.
 - g. Funds shall never exceed \$5,000 before being remitted.
 - h. Funds shall **not** be held longer than one week, even if the total is less than \$5,000.
- i. On-hand funds and fee collection records will be subject to unannounced audits as deemed necessary by the Lake Manager.
- 6. Separate payment will <u>not</u> be made to the contractor for postage, time spent banking, cost of cashier's checks, transportation expenses associated with fee transmittal. *Compensation for these items must be included as part of the contractor's quotation.* (see SS SOW).
- 7. The contractor may be required to perform duties at times other than their normal shift. This may include, but not limited to, opening gates for emergencies or for persons already camped in

the park, directing late arrivals to overflow areas, and closing/opening gates at specified times, which may include other nearby park areas. (See SS SOW)

- 8. May be required to accomplish some light duty tasks including, but not limited to, emergency shut-off of park utilities, reading traffic counters, and delivering messages to campers or other contractors.
- 9. May be required to mow the area in the immediate vicinity of the gate complex and trailer/camper site. (See SS SOW)
- 10. May be required to maintain existing landscape plantings in the PSA, to include planting, weeding, and watering. (Government furnished plant materials). (See SS SOW).

F. OTHER REQUIREMENTS:

- 1. While patrolling the campground or performing any duties under this contract, the contractor is required to wear either the vest provided or an approved clean red polo shirt (supplied by the contractor) with a specified patch or logo (provided by the Government) as a means of identification. Only caps provided by the Corps of Engineers may be worn while on duty. The wearing of this cap is recommended, but optional. The contractor may also be required to display vehicle identification while on duty (provided by the Government).
- 2. Possession of firearms in the gatehouse or in the park is prohibited, and will be grounds for immediate termination of the contract.
- 3. When reporting for or while on duty, being under the influence of/or consuming alcoholic beverages is strictly prohibited and will be grounds for immediate termination of the contract.
- 4. Illegal use of drugs, or possession of controlled substances, is grounds for immediate termination, whether or not it is during duty hours.
- 6. All work shall be conducted in accordance with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. Copies are available at all lake offices, or on the Tulsa District website.
- 7. Smoking is not allowed inside, or within 50 feet, of the gatehouse.
- 8. Keep the gatehouse clean and sanitary at all times. Cleaning supplies shall be furnished by the contractor (unless otherwise specified in the SS SOW). Gatehouse cleaning includes sweeping, dusting, cleaning windows, doors and fixtures, and proper disposal of trash.
 - a. Trash shall be emptied daily.
 - b. Floor shall be swept and mopped daily.

- b. All surfaces dusted at least once during each shift.
- c. Windows will be cleaned monthly, at minimum.
- d. Keep entrance & exit lane road free of unsightly debris, trash, litter, etc. This may be accomplished by broom, leaf blower or other method approved in advance by the POC (a hose & water will not be used unless instructed by the POC).
- e. Keep exterior of gate house free of cobwebs or other debris. Stinging insect nests on the exterior of the gatehouse will be reported to the POC, Park Ranger, or lake office.
- 9. Radio and telephone equipment is for official business only, in accordance with FCC regulations and Corps of Engineers instructions. The public is <u>not</u> allowed to use the telephone, except in the case of an emergency (collect calls only).
- 10. Selling of personal items for monetary gain within the PSA is strictly prohibited. Such activity may be cause for termination of the contract.

SITE SPECIFIC SCOPE OF WORK

SITE SPECIFIC SCOPE OF WORK
2017 GATE ATTENDANTS
VARIOUS PUBLIC SITE AREAS (PSAs)
TULSA DISTRICT, US ARMY CORPS OF ENGINEERS
SOLICITATION NO. W912BV-17-Q-0006

Locations:

KANSAS, OKLAHOMA & TEXAS

Canton Lake:

Sandy Cove-Shift A

Sandy Cove-Shift B

Sandy Cove Beach

Eufaula Lake:

Belle Starr- Shift A

Highway 9- Shift A

Fort Gibson Lake:

Rocky Point-Shift A

Heyburn Lake:

Heyburn Park

Heyburn Park-Rover

Sheppard Point

Hugo Lake:

Virgil Point-Shift B

John Redmond Lake:

Riverside West, Riverside East and Dam Site Park

Kaw Lake:

Coon Creek-Shift B

Osage Cove- Shift A

Osage Cove- Shift B

Sarge Creek-Shift A

Keystone Lake:

Appalachia Bay-Shift A

Appalachia Bay-Shift B

Washington Irving South PSA Shift A

Washington Irving South PSA Shift B

Walnut Creek PSA

Oologah Lake:

Hawthorn Bluff-Shift A

Hawthorn Bluff Beach

Blue Creek

Pat Mayse Lake:

Pat Mayse West-Shift A

Sander Cove-Shift B

Pine Creek Lake:

Little River Park- Shift 1

Little River Park- Shift 2

Pine Creek Cove- Shift 1

Pine Creek Cove- Shift 2

Robert S. Kerr Lake:

Cowlington Point

Short Mountain Cove

Sardis Lake:

Potato Hills Central

Skiatook Lake:

Tall Chief Cove

Twin Points

Tenkiller Lake:

Strayhorn Landing-Shift A

Strayhorn Landing-Shift B

Pettit Bay- Shift A

Texoma Lake:

East Burns Run

East Burns Run Day Use

East Burns Run/West Burns Run-Rover

Johnson Creek

Juniper Point

Lakeside

Preston Rec

West Burns Run Day Use

Waurika Lake: Chisholm Trail-Shift B Webbers Falls: Spaniard Creek

CANTON LAKE, OK SANDY COVE PSA - SHIFT A GATE ATTENDANT SERVICES

POC for this location is Johnie Dudley, 580-886-2989

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location:

- 1. Period of Performance is 1 April through 10 September.
 - a. Start work date is 1 April.
- 2. Sandy Cove- Gate Attendant Services
 - a. Work 4 days on/4 days off throughout the performance period.
 - b. Holiday weekends and the day prior to the start of the Walleye Rodeo (Wednesday after Mother's Day) Friday Sunday 1 p.m. 10 p.m.
 - c. Period 1: (1 April -30 April) & (Tuesday after Labor Day 10 September) work hours are: Sunday Saturday 1 p.m. 8 p.m.
 - d. Period 2: (1 May Labor Day -Monday) work hours are: Sunday - Thursday 1p.m. - 8 p.m. and Friday - Saturday 1 p.m. - 10 p.m.
- 2. Fees collected at the Sandy Cove Beach:
 - a. Fees collected by the beach attendant will be transported to the campground gate house, counted by each attendant and transferred to the campground attendant by receipt, then entered into NRRS under Point of Sale. Fees collected at the Sandy Cove beach by self-deposit will be collected by a ranger and transported to the Sandy Cove gate house for counting then transferring by receipt to the Sandy Cove Attendant. The attendant will insert the information in the computer system under Point of Sale. Both beach and campground funds will be remitted to NRRS as part of the total collections for the Sandy Cove campground.
- 3. Longdale Rover:
 - a.1 May 10 September
 - b. As part of the regular shift of services at Sandy Cove, rove to Longdale PSA at approximately 4:00 p.m. each day to patrol the campground and as needed, explain to customers about the self-deposit fee payment process and change reservation signs at campsites and the group shelter.

- 4. Sandy Cove and Longdale PSAs each have 35 campsites and 1 group picnic shelter. Longdale also has one boat ramp. It is approximately 3 miles, one way, from Sandy Cove.
 - a. Perform specific duties to implement the reservation program and submit paperwork and fees collected to NRRS. Fees will be submitted by cashier's check.
 - b. Fees for Longdale paid by self-deposit will be collected by a ranger and transported to the Sandy Cove gate house for counting and transferred by receipt to the Sandy Cove Attendant. The attendant will insert the camper/site information in the computer system and remit the funds collected to NRRS, keeping them separate from Sandy Cove fees. Fees from Longdale will require a separate cashier's check from those of Sandy Cove.
 - c. Copies of paperwork related to the fee collections must be turned in weekly to the recreation fee cashier at the Lake Office.
 - d. Post reservation information daily (or as needed) at each individual campsite and group picnic shelter (a Phillips screwdriver will be needed for changing reservation markers).
 - e. Patrol park a minimum of 2 times during each shift. Additional patrols may be required to insure all fees have been collected; reservation markers have not been changed by visitors; and for general security.
 - f. Gate house shall be kept clean at all times.
 - g. Weed and water flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings will be furnished by the Government.
 - h. Most cleaning supplies will be Government furnished. Additional supplies required will be contractor furnished.
- 5. Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES CANTON LAKE SANDY COVE CAMPGROUND, SHIFT A

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

Description	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017 - 2018 Contract Period	83	DAYS	\$	\$
OPTION 1: 1001 2018 - 2019 Contract Period	83	DAYS	\$	\$
OPTION 2: 2001 2019 - 2020 Contract Period	83	DAYS	\$	\$
		TOTAL AI	LL YEARS	\$
Contractor Name (printed)		Signature		

CANTON LAKE, OK SANDY COVE PSA - SHIFT B GATE ATTENDANT SERVICES

POC for this location is Johnie Dudley, 580-886-2989

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location:

- 1. Period of Performance is 5 April through 7 September.
 - a. Start work date is 5 April.
- 2. Sandy Cove- Gate Attendant Services:
 - a. Work 4 days on/4 days off throughout the performance period.
 - b. Holiday weekends and the day prior to the start of the Walleye Rodeo (Wednesday after Mother's Day) Friday Sunday 1 p.m. 10 p.m.
 - c. Period 1: (5 April 30 April) & (Tuesday after Labor Day 7 September) work hours are: Sunday Saturday 1 p.m. 8 p.m.
 - d. Period 2: (1 May Labor Day -Monday) work hours are: Sunday - Thursday 1 p.m. - 8 p.m. and Friday - Saturday 1 p.m. - 10 p.m.
- 2. Fees collected at the Sandy Cove Beach:
 - a. Fees collected by the beach attendant will be transported to the campground gate house, counted by each attendant and transferred to the campground attendant by receipt, then entered into NRRS under Point of Sale. Fees collected at the Sandy Cove beach by self-deposit will be collected by a ranger and transported to the Sandy Cove gate house for counting then transferring by receipt to the Sandy Cove Attendant. The attendant will insert the information in the computer system under Point of Sale. Both beach and campground funds will be remitted to NRRS as part of the total collections for the Sandy Cove campground.
- 3. Longdale Rover:
 - a.1 May 7 September
 - b. As part of the regular shift of services at Sandy Cove, rove to Longdale PSA at approximately 4:00 p.m. each day to patrol the campground and as needed, explain to

- customers about the self-deposit fee payment process and change reservation signs at campsites and the group shelter.
- 3. Sandy Cove and Longdale campgrounds each have 35 campsites and 1 group picnic shelter. Longdale also has one boat ramp. It is approximately 3 miles, one way, from Sandy Cove.
 - a. Perform specific duties to implement the reservation program and submit paperwork and fees collected to NRRS. Fees will be submitted by cashier's check.
 - b. Fees for Longdale paid by self-deposit will be collected by a ranger and transported to the Sandy Cove gate house for counting and transfer by receipt to the Sandy Cove Attendant. The attendant will insert the camper/site information in the computer system and remit the funds collected to NRRS, keeping them separate from Sandy Cove fees. Fees from Longdale will require a separate cashier's check from those of Sandy Cove.
 - c. Copies of paperwork related to the fee collections must be turned in weekly to the recreation fee cashier at the Lake Office.
 - d. Post reservation information daily (or as needed) at each individual campsite and group picnic shelter (a Phillips screwdriver will be needed for changing reservation markers).
 - e. Patrol park a minimum of 2 times during each shift. Additional patrols may be required to insure all fees have been collected; reservation markers have not been changed by visitors; and for general security.
 - f. Gate house shall be kept clean at all times.
 - g. Weed and water flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings will be furnished by the Government.
 - h. Most cleaning supplies will be Government furnished. Additional supplies required will be contractor furnished.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES CANTON LAKE SANDY COVE CAMPGROUND, SHIFT B

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

Description	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>	
BASE ITEMS: 0001 2017 - 2018 Contract Period	80	DAYS	\$	_ \$	
OPTION 1: 1001 2018 - 2019 Contract Period	80	DAYS	\$	\$	
OPTION 2: 2001 2019 - 2020 Contract Period	80	DAYS	\$	\$	
		TOTAL AI	LL YEARS	\$	_
Contractor Name (printed)		Signature			

CANTON LAKE, OK SANDY COVE BEACH ATTENDANT GATE ATTENDANT SERVICES

POC for this location is Johnie Dudley, 580-886-2989

- 1. Performance period to beginning on the Friday before Memorial Day and end on 10 September.
- 2. Gate Attendant Services Friday prior to Memorial Day through July 31 Work Days: Friday 2:00 pm 6:00 pm., Saturday, Sunday 11:00 am to 8:00 pm. August through Labor Day: Saturday, Sunday and Labor Day Holiday, 11:00 am to 8:00 pm. Attendant will also work on Independence Day (July 4), Memorial Day and Labor Day 11:00 am 8:00 pm shift. In the event of inclement weather which inhibits use of the beach area, the attendant may be required to make up work hours or a work day at a later date. Fees will be collected using an electronic cash register inside the gatehouse.
- 3. Fees collected by the beach attendant along with copies of cash register reports showing total fees collected for each day will be transported at the end of their weekly shift to the Sandy Cove campground gate house. The fees will be counted by each attendant and transferred to the campground attendant, where the campground attendant will enter the fee information into NRRS under Point of Sale. Copies of the cash register reports for each day will also be given to the campground attendant where they will be turned in with campground fee paperwork to the Canton Recreation Fee Cashier Under no circumstances will the fees be transferred without a receipt, signed by both attendants.
- 4. An orientation/training session is required prior to the start of work. Attendant is required to obtain a security bond or irrevocable letter of credit from a financial institution (or insurance company) for \$5000; to be submitted at the start of work. A campsite with 50 amp electric service, water hookups, and sewer is available for the contractor's use in the Canadian campground.

PRICING SCHEDULE GATE ATTENDANT SERVICES CANTON LAKE SANDY COVE BEACH

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

<u>Description</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>		otal <u>mount</u>
BASE ITEMS: 0001 2017 - 2018 Contract Period	43	DAYS	\$	\$	
OPTION 1: 1001 2018 - 2019 Contract Period	43	DAYS	\$	_ \$	
OPTION 2: 2001 2019 - 2020 Contract Period	43	DAYS	\$	_ \$	
		TOTAL AI	LL YEARS	\$	
Contractor Name (printed)		Signature			

EUFAULA LAKE, OK BELLE STARR - SHIFT A GATE ATTENDANT SERVICES

POC for this location is Cathi Carr, 918-799-5843

- 1. Period of performance is 1 April through 30 September.
 - a. Start work date is 1 April.
 - b. End work date is the last scheduled workday on or before 30 September.
 - c. Work a rotating schedule with 5 days on/5 days off throughout the work period.
 - d. Regular work hours are: 10:30 a.m. 10:30 p.m.
- 2. Belle Starr PSA has 116 camp sites and 2 group shelters.
- a. A camping pad is provided and the contractor is required to remain onsite overnight during scheduled duty days to provide for security and emergency access.
 - b. Open entrance gates at 6 a.m., and close/lock entrance gates at 10 p.m. each work day.
- c. On-duty contractor is solely responsible during their 5-day shift. However, cooperation is required between Shifts A and B contractors for smooth transition between shifts.
 - d. Be present in the gate house at all times during the 12 hour work shift.
 - e. Patrol PSA no less than 3 times each work day.
- f. Boat ramp parking areas will be checked at the beginning of each shift to identify day user vehicles that have failed to pay a launch fee. Tag number and description of vehicle in violation shall be reported to a ranger on duty.
- g. Each reserveable campsite in the park has a bollard signpost to indicate availability of each site. Ensure each bollard is updated daily after 6 p.m. to reflect availability of the site. See "Bollard Policy" page 24, Eufaula Lake Gate Attendant Manual.

- h. Remit all fees collected to NRRS, by postal service, via cashier's check (cost paid by contactor). Responsible for delivering all required paperwork to the Eufaula Area Office at the end of each work shift as instructed by the COR.
 - i. Attend a mandatory monthly meeting, even if the meeting is on a scheduled day off.
- j. Provide all cleaning materials and office tools/supplies including but not limited to pens, pencils, staplers, mop, broom, dust pan, etc.
- k. Mow grass around the gate entrance complex and Government supplied campsite. The COR will specify the area to be mowed and the frequency of mowing. Mowing may be required during each 5-day work shift.
 - 1. Contractor will furnish lawn mower/weed eater and fuel for their operation.
- 3. Security bond is \$5000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES EUFAULA LAKE, OK BELLE STARR - SHIFT A

<u>Description</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS:				
0001 2017 - 2018 Contract Period	93	DAYS	\$	\$
OPTION 1:				
1001 2018 - 2019 Contract Period	93	DAYS	\$	\$
OPTION 2:				
2001 2019 - 2020 Contract Period	93	DAYS	\$	\$
	TOTAL (Ba	\$		
Contractor Name (printed)		Signatu	re	

EUFAULA LAKE, OK HIGHWAY 9 - SHIFT A GATE ATTENDANT SERVICES

POC for this location is Cathi Carr, 918-799-5843

- 1. Period of performance is 1 April through 30 September.
 - a. Start work date is 1 April.
 - b. End work date is the last scheduled workday on or before 30 September.
 - c. Work a rotating schedule with 5 days on/5 days off throughout the work period.
 - d. Regular work hours are: 10:30 a.m. 10:30 p.m.
- 2. Highway 9 PSA has 82 camp sites, 1 group shelter, and includes Highway 9 North, South and East PSAs.
- a. A camping pad is provided and the contractor is required to remain onsite overnight during scheduled duty days to provide for security and emergency access.
 - b. Open entrance gates at 6 a.m., and close/lock entrance gates at 10 p.m. each work day.
- c. On-duty contractor is solely responsible during their 5-day shift. However, cooperation is required between Shifts A and B contractors for smooth transition between shifts.
 - d. Be present in the gate house at all times during the 12 hour work shift.
 - e. Patrol PSA no less than 3 times each work day.
- f. Boat ramp parking areas will be checked at the beginning of each shift to identify day user vehicles that have failed to pay a launch fee. Tag number and description of vehicle in violation shall be reported to a ranger on duty.
- g. Each reserveable campsite in the park has a bollard signpost to indicate availability of each site. Ensure each bollard is updated daily after 6 p.m. to reflect availability of the site. See "Bollard Policy" page 24, Eufaula Lake Gate Attendant Manual.

- h. Remit all fees collected to NRRS, by postal service, via cashier's check (cost paid by contactor). Responsible for delivering all required paperwork to the Eufaula Area Office at the end of each work shift as instructed by the COR.
 - i. Attend a mandatory monthly meeting, even if the meeting is on a scheduled day off.
- j. Provide all cleaning materials and office tools/supplies including but not limited to pens, pencils, staplers, mop, broom, dust pan, etc.
- k. Mow grass around the gate entrance complex and Government supplied campsite. The COR will specify the area to be mowed and the frequency of mowing. Mowing may be required during each 5-day work shift.
 - 1. Contractor will furnish lawn mower/weed eater and fuel for their operation.
- 3. Security bond is \$5000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES EUFAULA LAKE, OK HIGHWAY 9 - SHIFT A

Descr	<u>iption</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE	EITEMS:				
0001	2017 - 2018 Contract Period	93	DAYS	\$	\$
	ON 1: 2018 - 2019 Contract Period	93	DAYS	\$	\$
	ON 2: 2019 - 2020 Contract Period	93	DAYS	\$	\$
		TOTAL (Ba	\$		
Cont	ractor Name (printed)	-	Signatu	re	

FORT GIBSON LAKE ROCKY POINT – SHIFT A GATE ATTENDANT SERVICES

POC for this location is Jim Montgomery, 918-682-4314.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of Performance is 1 April through 31 October
 - a. Start work date is 1 April.
 - b. Work 5 days on/5 days off throughout the performance period.
 - c. Regular work hours are:

Spring: April 1 – April 30

Sunday – Thursday Noon – 8 pm Friday & Saturday Noon – 10 pm

Summer: May 1 – Labor Day

Sunday - Saturday Noon - 10 pm

Fall: Day after Labor Day – September 30

 $\begin{array}{ll} Sunday-Thursday & Noon-8 \ pm \\ Friday \& Saturday & Noon-10 \ pm \end{array}$

October 1 – October 31

Thursday – Sunday 2 pm - 6 pm

- 2. PSA has 62 campsites, 1 group picnic shelter, 3 boat ramp and 1 designated swim beach.
- a. Perform specific duties to implement the reservation program and submit paperwork and fees collected to NRRS. Contractor responsible for converting all cash funds collected to cashier's check. Cost for cashier's check will not be reimbursed. Contractor must maintain a minimum \$100 personal cash fund.
- b. Copies of paperwork related to fee collection must be turned in weekly to the recreation fee cashier at the Lake Office.
- c. The contractor will remain onsite overnight during scheduled duty days to provide for security and emergency access.
- d. The on-duty contractor is solely responsible during their 5-day shift only. However, cooperation will be required between Shift A & Shift B contractors for smooth transitions between shifts.

- e. Post reservation information daily at each individual campsite and group picnic shelter (a Phillips screwdriver will be needed for changing reservation markers).
- f. Patrol park a minimum of 3 times during each shift. Additional patrols may be required to insure all fees have been collected; reservation markers have not been changed by visitors; and general security.
- g. Gate house shall be kept clean at all times. No cleaning supplies will be furnished by the Government.
- h. Contractor will furnish a lock for the lockbox inside the gate house for storage of fee money.
- i. Weed and water flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Government will supply any required plantings.
- j. Government furnished office supplies will be limited to printer paper and toner, as well as other supplies associated with the computer equipment. Additional office supplies required will be contractor furnished.
- k. Contractor required to lock entrance gate at 10 pm and open gate at 6 am. Contractor may be required to close gate at 9 pm to limit access to registered campers and visitors. Entrance gate will not be locked during the month of October.
- 1. Contractor will utilize a cash register to collect Area Day Use fees. Fees will be remitted as a bulk POS item in ORMS. Contractor will also be responsible for counting honor vault day use fees weekly, and entering the funds collected as a POS item in ORMS. During the work days in October, the contractor will enter all self-deposit camping and day use fees in ORMS.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES FORT GIBSON ROCKY POINT – SHIFT A

Descri		Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
0001	ITEMS: 2017 Contract Period Spring: 8 hour days	10	DAYS	\$	\$
0002	Summer/Spring: 10 hour days	75	DAYS	\$	\$
0003	Fall: 8 hour days	8	DAYS	\$	\$
0004	Fall: 4 hour days	16	DAYS	\$	\$
		Total	CLIN 0001	– CLIN 0004	\$
Ontio	n 1. 2019 Contract David				
1001	n 1: 2018 Contract Period Spring: 8 hour days	12	DAYS	\$	\$
1002	Summer/Spring: 10 hour days	73	DAYS	\$	\$
1003	Fall: 8 hour days	8	DAYS	\$	\$
1004	Fall: 4 hour days	16	DAYS	\$	\$
		Total	CLIN 1001	– CLIN 1004	\$
Option	n 2: 2019 Contract Period				
2001	Spring: 8 hour days	12	DAYS	\$	\$
2002	Summer/Spring: 10 hour days	71	DAYS	\$	\$
2003	Fall: 8 hour days	10	DAYS	\$	\$
2004	Fall: 4 hour days	16	DAYS	\$	\$
		Total	CLIN 2001	– CLIN 2004	\$

	TOTAL (CLINs 0001 through 2003)	\$	
Contractor Name (printed)	Signature		

FORT GIBSON LAKE NAME

TAYLOR FERRY SOUTH – SHIFT A GATE ATTENDANT SERVICES

POC for this location is Jim Montgomery, 918-682-4314.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of Performance is 1 April through 31 October
 - a. Start work date is 1 April.
 - b. Work 5 days on/5 days off throughout the performance period.
 - c. Regular work hours are:

Spring: April 1 – April 30

 $\begin{array}{ll} Sunday-Thursday & Noon-8 \ pm \\ Friday \ \& \ Saturday & Noon-10 \ pm \end{array}$

Summer: May 1 – Labor Day

Sunday - Saturday Noon - 10 pm

Fall: Day after Labor Day – September 30

 $\begin{array}{ll} Sunday-Thursday & Noon-8 \ pm \\ Friday \& Saturday & Noon-10 \ pm \end{array}$

October 1 – October 31

Thursday – Sunday 2 pm - 6 pm

- 2. PSA has 91 campsites and 1 boat ramp.
- a. Perform specific duties to implement the reservation program and submit paperwork and fees collected to NRRS. Contractor responsible for converting all cash funds collected to cashier's check. Cost for cashier's check will not be reimbursed. Contractor must maintain at a minimum \$100 personal cash fund.
- b. Copies of paperwork related to fee collection must be turned in weekly to the recreation fee cashier at the Lake Office.
- c. The contractor will remain onsite overnight during scheduled duty days to provide for security and emergency access.
- d. The on-duty contractor is solely responsible during their 5-day shift only. However, cooperation will be required between Shift A & Shift B contractors for smooth transitions

between shifts.

- e. Post reservation information daily at each individual campsite and group picnic shelter (a Phillips screwdriver will be needed for changing reservation markers).
- f. Patrol park a minimum of 3 times during each shift. Additional patrols may be required to insure all fees have been collected; reservation markers have not been changed by visitors; and general security.
- g. Gate house shall be kept clean at all times. No cleaning supplies will be furnished by the Government.
- h. Contractor will furnish a lock for the lockbox inside the gate house for storage of fee money.
- i. Weed and water flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Government will supply any planting material.
- j. Government furnished office supplies will be limited to printer paper and toner, as well as other supplies associated with the computer equipment. Additional office supplies required will be contractor furnished.
- k. Contractor required to lock entrance gate at 10 pm and open gate at 6 am. Contractor will unlock the Taylor Ferry Swim Beach gate by 9 am from May 1 September 25. Entrance gate will not be locked during the month of October.
- 1. During the work days in October, the contractor will enter all self deposit camping and day use fees in ORMS.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES FORT GIBSON TAYLOR FERRY SOUTH – SHIFT A

Descri	<u>ption</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE 0001	ITEMS: 2017 Contract Period Spring: 8 hour days	10	DAYS	\$	\$
0002	Summer/Spring: 10 hour days	75	DAYS	\$	\$
0003	Fall: 8 hour days	8	DAYS	\$	\$
0004	Fall: 4 hour days	16	DAYS	\$	\$
		Total C	CLIN 0001 -	- CLIN 0004	\$
Option 1001	11: 2018 Contract Period Spring: 8 hour days	12	DAYS	\$	\$
1001	Spring. 8 nour days	12	DATS	Ψ	Ψ
1002	Summer/Spring: 10 hour days	73	DAYS	\$	\$
1003	Fall: 8 hour days	8	DAYS	\$	\$
1004	Fall: 4 hour days	16	DAYS	\$	\$
		Total C	CLIN 1001 –	- CLIN 1004	\$

Option	12: 2019 Contract Period				
2001	Spring: 8 hour days	12	DAYS	\$	\$
2002	Summer/Spring: 10 hour days	71	DAYS	\$	\$
2003	Fall: 8 hour days	10	DAYS	\$	\$
2004	Fall: 4 hour days	16	DAYS	\$	\$
		Total (\$		
	TOTAL (CLINs 0001 through 2003)				
Contr	ractor Name (printed)		Signature		

SITE SPECIFIC SCOPE OF WORK 26 September 2016 HEYBURN LAKE, OK HEYBURN PARK PSA GATE ATTENDANT SERVICES

POC for this location is Lindsey Cooper, 918-865-2621 x713 Alternate POC for this location is Erin Berryhill, 918-865-2621 x711

- 1. The period of performance is 1 April through 31 October.
 - a. Start work date is the first scheduled work day on or after 1 April.
 - b. Scheduled work days are 5 days per week (Sunday, Monday, Tuesday, Friday, and Saturday.)
 - c. Scheduled work hours are 10 a.m. 10 p.m. each work day.
 - d. Holiday hours on the 4th of July (if the holiday falls on your scheduled work day) are 10a.m. 11 p.m.
- 2. Heyburn Park has 46 campsites, a two lane boat ramp and a swim beach.
- a. PSA contains a swim beach and boat ramps where day use fees are collected. Contractor shall collect day use fees at the gate house when it is open.
 - b. Contractor shall stay on a Government provided campsite during scheduled work days.
 - c. Open park entry gate at 6 a.m. and close gate at 10 p.m. on scheduled work days.
 - d. Check PSA a minimum of 2 times each work day.
 - e. Computer, printer, copy paper, printer ink, desk, and chairs shall be furnished by the government, additional supplies shall be provided by the contractor.
 - f. The gate attendant will be responsible for mowing and trimming around their designated camp site, equipment will be furnished by the contractor. Mowing and trimming standards will be provided at the initial gate attendant meeting.
 - g. Means of transportation and associated expenses will be the responsibility of the contractor.

- 3. Security bond will be \$5,000 (as stated in "General Requirements").
 - a. Follow the Quality Assurance Surveillance Plan (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES HEYBURN LAKE, OK HEYBURN PARK PSA

Descr	<u>iption</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE 0001	2017 - 2018 Contract Period	154	DAYS	\$	\$
OPTI 1001	ON 1: 2018 - 2019 Contract Period	153	DAYS	\$	\$
	ON 2: 2019 - 2020 Contract Period	152	DAYS	\$	\$
		TOTAL (Ba	\$		
Cont	ractor Name (printed)		Signatur	re	

SITE SPECIFIC SCOPE OF WORK 26 September 2016 HEYBURN LAKE, OK HEYBURN PARK PSA – ROVER GATE ATTENDANT SERVICES

POC for this location is Lindsey Cooper, 918-865-2621 x713 Alternate POC for this location is Erin Berryhill, 918-865-2621 x711

- 1. The period of performance is 1 April through 31 October.
 - a. Start work date is the first scheduled work day on or after 1 April.
 - b. Scheduled work days are 4 days per week (Monday, Tuesday, Wednesday, and Thursday).
 - Monday and Tuesday work will be performed at Sheppard Point PSA.
 - Wednesday and Thursday work will be performed at Heyburn Park PSA.
 - c. Scheduled work hours are 10 a.m. 10 p.m. each work day.
 - d. Holiday hours on the 4th of July (if the holiday falls on your scheduled work day) are 10a.m. 11 p.m.
- 2. Sheppard Point has 38 campsites, 1 boat ramp, a swim beach, and an equestrian riding/multipurpose trail. Heyburn Park has 46 campsites, a two lane boat ramp and a swim beach.
 - a. PSAs' contain an equestrian/multipurpose trail, a swim beaches and boat ramps where day use fees are collected. Contractor shall collect day use fees at the gate house when it is open.
 - b. Contractor shall stay on a Government provided campsite during scheduled work days at Heyburn Park PSA and will commute to Sheppard Point two days per week (Monday and Tuesday).
 - c. Open park entry gate at 6 a.m. and close gate at 10 p.m. on scheduled work days.
 - d. Check PSA a minimum of 2 times each work day.

- e. Computer, printer, copy paper, printer ink, desk, and chairs shall be furnished by the government, additional supplies shall be provided by the contractor.
- f. The gate attendant will be responsible for mowing and trimming around their designated camp site, equipment will be furnished by the contractor. Mowing and trimming standards will be provided at the initial gate attendant meeting.
- g. Means of transportation and associated expenses will be the responsibility of the contractor.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").
 - a. Follow the Quality Assurance Surveillance Plan (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES HEYBURN LAKE, OK HEYBURN PARK PSA ROVING SHIFT

Descr	<u>iption</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
	21TEMS: 2017 - 2018 Contract Period	122	DAYS	\$	\$
OPTI 1001	ON 1: 2018 - 2019 Contract Period	123	DAYS	\$	\$
	ON 2: 2019 - 2020 Contract Period	124	DAYS	\$	\$
		TOTAL (Ba	\$		
Cont	ractor Name (printed)		Signatur	e	

SITE SPECIFIC SCOPE OF WORK 26 September 2016 HEYBURN LAKE, OK SHEPPARD POINT PSA GATE ATTENDANT SERVICES

POC for this location is Lindsey Cooper, 918-865-2621 x713 Alternate POC for this location is Erin Berryhill, 918-865-2621 x711

- 1. The period of performance is 1 April through 31 October.
 - a. Start work date is the first scheduled work day on or after 1 April.
 - b. Scheduled work days are 5 days per week (Sunday, Wednesday, Thursday, Friday, and Saturday).
 - c. Scheduled work hours are 10 a.m. 10 p.m. each work day.
 - d. Holiday hours on the 4th of July (if the holiday falls on your scheduled work day) are 10a.m. 11 p.m.
- 2. Sheppard Point has 38 campsites, 1 boat ramp, a swim beach, and an equestrian riding/multipurpose trail.
 - a. PSA contains an equestrian/multipurpose trail, a swim beach and boat ramp where day use fees are collected. Contractor shall collect day use fees at the gate house when it is open.
 - b. Contractor shall stay on a Government provided campsite during scheduled work days.
 - c. Open park entry gate at 6 a.m. and close gate at 10 p.m. on scheduled work days.
 - d. Check PSA a minimum of 2 times each work day.
 - e. Computer, printer, copy paper, printer ink, desk, and chairs shall be furnished by the government, additional supplies shall be provided by the contractor.
 - f. The gate attendant will be responsible for mowing and trimming around their designated camp site, equipment will be furnished by the contractor. Mowing and trimming standards will be provided at the initial gate attendant meeting.

- g. Means of transportation and associated expenses will be the responsibility of the contractor.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").
 - a. Follow the Quality Assurance Surveillance Plan (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES HEYBURN LAKE, OK SHEPPARD POINT PSA

Description	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>		
BASE ITEMS: 0001 2017 - 2018 Contract Peri	od 152	DAYS	\$	\$		
OPTION 1: 1001 2018 - 2019 Contract Peri	od 152	DAYS	\$	\$		
OPTION 2: 2001 2019 - 2020 Contract Peri	od 152	DAYS	\$	\$		
	TOTAL (F	TOTAL (Base, Option 1, & Option 2)				
Contractor Name (printed)		Signatur	re			

HUGO LAKE, OK VIRGIL POINT GATE ATTENDANT SERVICES (2017-2018) 3-DAYS (FRI-SAT-SUN)

POC for this location is Blake Cannon, 580-326-3345.

- 1. VIRGIL POINT HAS 52 CAMPSITES AVAILABLE FOR CAMPING AND 1 BOAT RAMP. IT IS LOCATED NORTH OF STATE HWY 70, 3 MILES NORTH ON HWY 147, AND 1 MILE EAST ON 2040 RD.
- 2. Period of performance is 1 April 30 September (6 months), Work days are Friday, Saturday, and Sunday. Days off are Monday, Tuesday, Wednesday, Thursday. Work hours are 12 noon 8 p.m. each work day.
 - a. The contractor is required to be present in the gate house during the specified work schedule. The contractor is required to make a minimum of three (3) patrols throughout the park during their daily shift. Contractor shall be responsible to the ranger on duty.
- 3. A camping pad will be provided. The contractor is required to remain onsite overnight during scheduled duty for security and emergency access.
- 4. The contractor will unlock the entrance gate at 6 a.m. and lock the gate at 10 p.m. each duty day, with holiday and non-work day exceptions.
- 5. The contractor will collect and submit camping fees, day-use fees, and other fees indicated by the lake manager. All fees will be collected and accounted for daily.
- 6. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.
- 7. The contractor may be required to attend two gate attendant meetings during the work period, as appointed by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- 8. The contractor is required to furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc.

- 9. The contractor is responsible for onsite maintenance of residence and it shall be kept in a satisfactory condition.
- 10. Bollard posting must be done seven days prior to a reservation, and must fit adequately on posts. Day-use (boat launch and/or day-use) envelopes will be required to be filled routinely. Bulletin boards must be updated as directed.
- 11. Contractor shall post a security bond or letter of credit in the amount of \$1,000 effective from the beginning of the contract year to 30 days following the end of the contract year.

PRICING SCHEDULE GATE ATTENDANT SERVICES HUGO LAKE, OK VIRGIL POINT PSA - SHIFT B

Description PAGE MENTS	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017 - 2018 Contract Period	79	DAYS	\$	\$
OPTION 1: 1001 2018 - 2019 Contract Period	79	DAYS	\$	\$
OPTION 2: 2001 2019 - 2020 Contract Period	78	DAYS	\$	\$
	TOTAL (Ba	ase, Option	n 1, & Option 2)	\$
Contractor Name (Print)		Signatur	re	

SITE SPECIFIC SCOPE OF WORK JOHN REDMOND DAM AND RESERVOIR, KANSAS RIVERSIDE WEST, RIVERSIDE EAST AND DAM SITE PARK GATE ATTENDANT SERVICES

POC for this location is Jeremy Schoonover, 620-364-8613 or Gary Kepley, 620-767-5195.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 April 31 October.
 - a. Start work date is the first scheduled work day on or after 1 April.
- b. Contractor will work 6 days per week, (Thursday Tuesday) throughout the work period. Wednesday is a non-work day.
 - c. Regular work hours for the period 1 30 April & 1 31 October are:

Sunday – Tuesday & Thursday Gatehouse closed, by roving method (10 miles

round trip) collect fees at Dam Site, Riverside East and Riverside West. One trip each scheduled work

day starting at 6:00 p.m.

Friday/Saturday Gatehouse open/manned - 6 p.m. - 9 p.m.

(The above required roving of the parks/fee

collection is to be done during this period of time.)

d. Regular work hours (gatehouse open/manned) for the period 1 May thru September 30 are:

Monday/Tuesday/Thursday 4 p.m. - 8 p.m. Friday 4 p.m. - 10 p.m.

Saturday 10 a.m. - 12 Noon and 4 p.m. - 10 p.m. Sunday 10 a.m. - 12 Noon and 4 p.m. - 8 p.m.

e. Holiday Weekend Schedule (Memorial Day/July 4th/Labor Day/(unless the holiday falls on scheduled day off) hours are:

Friday/Saturday/Sunday/Holiday 10 a.m. - 12 Noon and 4 p.m. - 10 p.m.

f. If holiday falls on a non-work day and/or the area is being heavily used, attendant may be required to work additional days, as scheduled by the Lake Manager or their appointed representative.

- 2. Riverside West PSA has 38 campsites, 1 group shelter, 1 boat ramp and a courtesy fishing dock. Riverside East PSA has 53 campsites and 2 group shelters. Dam Site PSA has 22 campsites and 3 group shelters.
- a. Contractor is required to occupy Government furnished camp site w/50 amp hookup, water and sewer.
- b. Contractor will collect fees at Riverside West, Riverside East and Damsite Parks (10 miles round trip) by roving method. Fees will be collected once each work day starting at 6pm, or as scheduled by the Lake Manager or their appointed representative.
- c. Contractor shall patrol all parks a minimum of 2 times during each shift. Additional patrols may be required to insure all fees have been collected, reservation markers have not been changed by visitors, and general security.
- d. Perform specific duties to implement the reservation program and submit paperwork and fees collected to National Recreation Reservation Service (NRRS). Fees will be mailed weekly to NRRS by certified/return receipt postage. There shall be no exceptions to submitting these funds weekly. Fees will be submitted by cashier's check. Copies of paperwork related to fee collection and deposits must be turned in weekly to the recreation fee cashier at the Lake Office. Post reservation information daily (or as needed) at each campsite and group shelter.
- e. Contractor will plant, water, weed and maintain a small flower plot located at the Overlook. Plant materials, tools, and supplies will be Government furnished.
- f. Cost of cashier's checks and postage for Recreation User Fee transmittal will be the responsibility of the Contractor.
- 3. Security bond will be \$5,000 (as established by USACE Regulation), made payable to USACE-Tulsa District.

PRICING SCHEDULE GATE ATTENDANT SERVICES JOHN REDMOND DAM AND RESERVOIR, KANSAS RIVERSIDE WEST, RIVERSIDE EAST AND DAM SITE PARKS

INCL	ODE ALL ATTACHMENTS II	ILKETO.		Unit	Total
Descr		Quantity	<u>Unit</u>	<u>Price</u>	Amount
	2016 2017 Contract Paris 1				
0001	2016 - 2017 Contract Period 1-30 April	26	DAYS	\$	\$
	1 May – September 30	131	DAYS	\$	\$
	1 - 31 October	27	DAYS	\$	\$
				Total CLIN 0001	\$
Optio					
1001	2017 – 2018 Contract Period 1-30 April	26	DAYS	\$	\$
	1 May – September 30	132	DAYS	\$	\$
	1 - 31 October	26	DAYS	\$	\$
				Total CLIN 1001	\$
Optio					
2001	2018 – 2019 Contract Period 1-30 April	26	DAYS	\$	\$
	1 May – September 30	131	DAYS	\$	\$
	1 - 31 October	26	DAYS	\$	\$
				Total CLIN 2001	\$
	\$				

Contractor Name (printed)

Signature

KAW LAKE, OK COON CREEK PSA - SHIFT B GATE ATTENDANT SERVICES

POC for this location is Kelly Vanzandt or Dakota Allison, 580-762-5611

- 1. Period of performance is 5 April thru 30 September.
 - a. Start work date is 5 April.
 - b. The contractor shall work 4 days on/4 days off throughout the performance period.
- c. For the period 1-30 April, and the day after Labor Day through the end of the performance period, work hours are 12 Noon 8 p.m. each work day.
 - b. For the period 1 May Labor Day, work hours are 12 Noon 10 p.m. each work day.
- 2. Coon Creek PSA has 54 Class A campsites and a Boat Ramp.
- a. Contractor will perform specific duties to implement the reservation program and submit paperwork and fees collected to NRRS. Fees will be submitted by cashier's check. Copies of paperwork related to fees collected must be turned in weekly to the recreation fee cashier at the Lake Office.
- b. Contractor will post reservation information daily (or as needed) at each individual campsite and group picnic shelter, and process all Self-Deposit fees collected.
- c. A minimum of 2 patrols of the campground are required during each shift but additional patrols may be required to insure all fees have been collected, reservation markers have not been changed by visitors and for general security.
- d. Contractor will keep the gate house clean at all times. Flower beds at the gate house shall be weeded and watered as needed. Contractor will supply all hand tools required for flower bed maintenance. The Government will supply most cleaning supplies; the Contractor shall be responsible for providing any supplies not provided by the Government.
- e. Open park entry gate at 6:00 a.m. and close gate at 10:00 p.m. on scheduled work days. Raise/lower flags daily on work days.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES KAW LAKE, OK COON CREEK PSA - SHIFT B

	iption	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
0001	CITEMS: Gate Attendant Services 2017 - 2018 Contract Period	91	DAYS	\$	\$
Optio 1001	n 1: Gate Attendant Services 2018 - 2019 Contract Period	91	DAYS	\$	\$
<u>Optio</u> 2001	n 2: Gate Attendant Services 2019 - 2020 Contract Period	91	DAYS	\$	\$
		TOTAL (CLINs 000	1 thru 2001)	\$
Cont	ractor Name (printed)		Signatur	e	

KAW LAKE, OK OSAGE COVE PSA - SHIFT A GATE ATTENDANT SERVICES

POC for this location is Kelly Vanzandt or Dakota Allison, 580-762-5611

- 1. Period of performance is 1 April thru 30 September.
 - a. Start work date is 1 April.
 - b. The contractor shall work 4 days on/4 days off throughout the performance period.
- c. For the period 1-30 April, and the day after Labor Day through the end of the performance period, work hours are 12 Noon 8 p.m. each work day.
 - b. For the period 1 May Labor Day, work hours are 12 Noon 10 p.m. each work day.
- 2. Osage Cove PSA has 94 Class A campsites and 3 group camping areas.
- a. Contractor will perform specific duties to implement the reservation program and submit paperwork and fees collected to NRRS. Fees will be submitted by cashier's check. Copies of paperwork related to fees collected must be turned in weekly to the recreation fee cashier at the Lake Office.
- b. Contractor will post reservation information daily (or as needed) at each individual campsite and group picnic shelter, and process all Self-Deposit fees collected.
- c. A minimum of 2 patrols of the campground are required during each shift but additional patrols may be required to insure all fees have been collected, reservation markers have not been changed by visitors and for general security.
- d. Contractor will keep the gate house clean at all times. Flower beds at the gate house shall be weeded and watered as needed. Contractor will supply all hand tools required for flower bed maintenance. The Government will supply most cleaning supplies; the Contractor shall be responsible for providing any supplies not provided by the Government.
- e. Open park entry gate at 6:00 a.m. and close gate at 10:00 p.m. on scheduled work days. Raise/ lower flags daily on work days.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES KAW LAKE, OK OSAGE COVE PSA - SHIFT A

<u>Description</u>		Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS:					
0001	Gate Attendant Services 2017 - 2018 Contract Period	92	DAYS	\$	\$
Option 1:					
1001	Gate Attendant Services 2018 - 2019 Contract Period	92	DAYS	\$	\$
Option 2:					
2001	Gate Attendant Services 2019 - 2020 Contract Period	92	DAYS	\$	\$
		TOTAL (CLINs 0001 thru 2001)			\$
Contractor Name (printed)			Signatu	re	

KAW LAKE, OK OSAGE COVE PSA - SHIFT B GATE ATTENDANT SERVICES

POC for this location is Kelly Vanzandt or Dakota Allison, 580-762-5611

- 1. Period of performance is 5 April thru 30 September.
 - a. Start work date is 5 April.
 - b. The contractor shall work 4 days on/4 days off throughout the performance period.
- c. For the period 1-30 April, and the day after Labor Day through the end of the performance period, work hours are 12 Noon 8 p.m. each work day.
 - b. For the period 1 May Labor Day, work hours are 12 Noon 10 p.m. each work day.
- 2. Osage Cove PSA has 94 Class A campsites and 3 group camping areas.
- a. Contractor will perform specific duties to implement the reservation program and submit paperwork and fees collected to NRRS. Fees will be submitted by cashier's check. Copies of paperwork related to fees collected must be turned in weekly to the recreation fee cashier at the Lake Office.
- b. Contractor will post reservation information daily (or as needed) at each individual campsite and group picnic shelter, and process all Self-Deposit fees collected.
- c. A minimum of 2 patrols of the campground are required during each shift but additional patrols may be required to insure all fees have been collected, reservation markers have not been changed by visitors and for general security.
- d. Contractor will keep the gate house clean at all times. Flower beds at the gate house shall be weeded and watered as needed. Contractor will supply all hand tools required for flower bed maintenance. The Government will supply most cleaning supplies; the Contractor shall be responsible for providing any supplies not provided by the Government.
- e. Open park entry gate at 6:00 a.m. and close gate at 10:00 p.m. on scheduled work days. Raise/lower flags daily on work days.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES KAW LAKE, OK OSAGE COVE PSA - SHIFT B

Description BASE ITEMS:		Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
0001	Gate Attendant Services 2017 - 2018 Contract Period	91	DAYS	\$	\$
Optio 1001	n 1: Gate Attendant Services 2018 - 2019 Contract Period	91	DAYS	\$	\$
Optio 2001	n 2: Gate Attendant Services 2019 - 2020 Contract Period	91	DAYS	\$	\$
		TOTAL (CLINs 0001 thru 2001)			\$
Cont	ractor Name (printed)		Signatur	re	

KAW LAKE, OK SARGE CREEK COVE PSA - SHIFT A GATE ATTENDANT SERVICES

POC for this location is Kelly Vanzandt or Dakota Allison, 580-762-5611

- 1. Period of performance is 1 April thru 30 September.
 - a. Start work date is 1 April.
 - b. The contractor shall work 4 days on/4 days off throughout the performance period.
- c. For the period 1-30 April, and the day after Labor Day through the end of the performance period, work hours are 12 Noon 8 p.m. each work day.
 - b. For the period 1 May Labor Day, work hours are 12 Noon 10 p.m. each work day.
- 2. Sarge Creek PSA has 51 campsites, 1 group camping area and a Boat Ramp.
- a. Contractor will perform specific duties to implement the reservation program and submit paperwork and fees collected to NRRS. Fees will be submitted by cashier's check. Copies of paperwork related to fees collected must be turned in weekly to the recreation fee cashier at the Lake Office.
- b. Contractor will post reservation information daily (or as needed) at each individual campsite and group picnic shelter, and process all Self-Deposit fees collected.
- c. A minimum of 2 patrols of the campground are required during each shift but additional patrols may be required to insure all fees have been collected, reservation markers have not been changed by visitors and for general security.
- d. Contractor will keep the gate house clean at all times. Flower beds at the gate house shall be weeded and watered as needed. Contractor will supply all hand tools required for flower bed maintenance. The Government will supply most cleaning supplies; the Contractor shall be responsible for providing any supplies not provided by the Government.
- e. Open park entry gate at 6:00 a.m. and close gate at 10:00 p.m. on scheduled work days. Raise/ lower flags daily on work days.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES KAW LAKE, OK SARGE CREEK COVE PSA - SHIFT A

	<u>iption</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
0001	CITEMS: Gate Attendant Services 2017 - 2018 Contract Period	92	DAYS	\$	\$
Optio 1001	n 1: Gate Attendant Services 2018 - 2019 Contract Period	92	DAYS	\$	\$
Optio 2001	Market Attendant Services 2019 - 2020 Contract Period	92	DAYS	\$	\$
		TOTAL (C	\$		
Cont	ractor Name (printed)		Signatur	re	

SITE SPECIFIC SCOPE OF WORK 26 September 2016 KEYSTONE LAKE, OK APPALACHIA BAY PSA – SHIFT A GATE ATTENDANT SERVICES

POC for this location is Lindsey Cooper, 918-865-2621 x713 Alternate POC for this location is Erin Berryhill, 918-865-2621 x711

- 1. The period of performance is 1 April through 31 October.
 - a. Start work date is the first scheduled work day on or after 1 April.
 - b. Scheduled work days are 4 days per week (Every Thursday Sunday)
 - c. Scheduled work hours are 10 a.m. 10 p.m. each work day.
 - d. Holiday hours on the 4th of July (if the holiday falls on your scheduled work day) hours are 10 a.m. 11 p.m. Also Memorial Day and Labor Day gate house hours 10 a.m. 10 p.m.
- 2. Appalachia Bay has 28 campsites, 2 lane boat ramp, a swim beach, and an ATV riding area.
 - a. PSA contains a large ATV riding area, swimming beach and boat ramps where day use fees are collected. Park receives extremely high visitation (especially on weekends). Contractor shall collect day use fees at the gate house when it is open.
 - b. Contractor shall stay on a Government provided campsite during scheduled work days.
 - c. Open park entry gate at 6 a.m. and close gate at 10 p.m. on scheduled work days.
 - d. Check PSA a minimum of 2 times each work day.
 - e. Computer, printer, copy paper, printer ink, desk, and chairs shall be furnished by the government, additional supplies shall be provided by the contractor.
 - f. The gate attendant will be responsible for mowing and trimming around their designated camp site, equipment will be furnished by the contractor. Mowing and trimming standards will be provided at the initial gate attendant meeting.

- g. Means of transportation and associated expenses will be the responsibility of the contractor.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").
 - a. Follow the Quality Assurance Surveillance Plan (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES KEYSTONE LAKE, OK APPALACHIA BAY PSA SHIFT A

Description	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>		
BASE ITEMS: 0001 2017 - 2018 Contract Period	124	DAYS	\$	\$		
OPTION 1: 1001 2018 - 2019 Contract Period	123	DAYS	\$	\$		
OPTION 2: 2001 2019 - 2020 Contract Period	123	DAYS	\$	\$		
	TOTAL (Base, Option 1, & Option 2)					
Contractor Name (printed)		Signatur	e			

SITE SPECIFIC SCOPE OF WORK KEYSTONE LAKE, OK APPALACHIA BAY PSA – SHIFT B GATE ATTENDANT SERVICES

POC for this location is Lindsey Cooper, 918-865-2621 x713 Alternate POC for this location is Erin Berryhill, 918-865-2621 x711

- 1. The period of performance is 1 April through 31 October.
 - a. Start work date is the first scheduled work day on or after 1 April.
 - b. Scheduled work days are 3 days per week (Every Monday Wednesday).
 - c. Scheduled work hours are 10 a.m. 10 p.m. each work day.
- d. Holiday hours on the 4th of July (if the holiday falls on your scheduled work day) are 10 a.m. 11 p.m. Also Memorial Day and Labor Day gate house hours 10 a.m. 10 p.m.
- 2. Appalachia Bay has 28 campsites, 2 lane boat ramp, a swim beach, and an ATV riding area.
- a. PUA contains a large ATV riding area, swimming beach and boat ramps where day use fees are collected. Park receives extremely high visitation (especially on weekends). Contractor shall collect day use fees at the gate house when it is open.
 - b. Contractor shall stay on a Government provided campsite during scheduled work days.
 - c. Open park entry gate at 6 a.m. and close gate at 10 p.m. on scheduled work days.
 - d. Check PUA a minimum of 2 times each work day.
- e. Computer, printer, copy paper, printer ink, desk, and chairs shall be furnished by the government, additional supplies shall be provided by the contractor.
- f. The gate attendant will be responsible for mowing and trimming around their designated camp site, equipment will be furnished by the contractor. Mowing and trimming standards will be provided at the initial gate attendant meeting.
- g. Means of transportation and associated expenses will be the responsibility of the contractor.

3. Security bond will be \$5,000 (as stated in "General Requirements"). Follow the Quality Assurance Surveillance Plan (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES KEYSTONE LAKE, OK APPALACHIA BAY PSA SHIFT B

Descr	<u>iption</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE 0001	21TEMS: 2017 - 2018 Contract Period	92	DAYS	\$	\$
OPTI 1001	ON 1: 2018 - 2019 Contract Period	93	DAYS	\$	\$
OPTI 2001	ON 2: 2019 - 2020 Contract Period	93	DAYS	\$	\$
TOTAL (Base, Option 1, & Option 2) \$					
Cont	ractor Name (printed)		 Signatu	re	

SITE SPECIFIC SCOPE OF WORK KEYSTONE LAKE, OK WASHINGTON IRVING SOUTH PSA – SHIFT A GATE ATTENDANT SERVICES

POC for this location is Lindsey Cooper, 918-865-2621 x713 Alternate POC for this location is Erin Berryhill, 918-865-2621 x711

- 1. The period of performance is 1 April through 31 October.
 - a. Start work date is the first scheduled work day on or after 1 April.
- b. Scheduled work days are 3 to 4 days per week (Every Monday Wednesday and Alternating Sunday's starting with the first Sunday in April).
 - c. Scheduled work hours are 10 a.m. 10 p.m. each work day.
- d. Holiday hours on the 4th of July (if the holiday falls on your scheduled work day) hours are 10 a.m. 11 p.m.
- 2. Washington Irving South has 41 campsites, 1 boat ramp, swim beach and a hiking trail.
- a. PSA contains a large swimming beach and boat ramps where day use fees are collected. Park receives high visitation (especially on weekends). Contractor shall collect day use fees at the gate house when it is open.
 - b. Contractor shall stay on a Government provided campsite during scheduled work days.
 - c. Open park entry gate at 6 a.m. and close gate at 10 p.m. on scheduled work days.
 - d. Check PSA a minimum of 2 times each work day.
- e. Computer, printer, copy paper, printer ink, desk, and chairs shall be furnished by the government, additional supplies shall be provided by the contractor.
- f. The gate attendant will be responsible for mowing and trimming around their designated camp site, equipment will be furnished by the contractor. Mowing and trimming standards will be provided at the initial gate attendant meeting.
- g. Means of transportation and associated expenses will be the responsibility of the contractor.

- 3. Security bond will be \$5,000 (as stated in "General Requirements").
 - a. Follow the Quality Assurance Surveillance Plan (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES KEYSTONE LAKE, OK WASHINGTON IRVING SOUTH PSA SHIFT A

<u>Description</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>		
BASE ITEMS: 0001 2017 - 2018 Contract Period	108	DAYS	\$	\$		
OPTION 1: 1001 2018 - 2019 Contract Period	109	DAYS	\$	\$		
OPTION 2: 2001 2019 - 2020 Contract Period	108	DAYS	\$	\$		
TOTAL (Base, Option 1, & Option 2) \$						
Contractor Name (printed)		Signatur	re			

SITE SPECIFIC SCOPE OF WORK KEYSTONE LAKE, OK WASHINGTON IRVING SOUTH PSA – SHIFT B GATE ATTENDANT SERVICES

POC for this location is Lindsey Cooper, 918-865-2621 x713 Alternate POC for this location is Erin Berryhill, 918-865-2621 x711

- 1. The period of performance is 1 April through 31 October.
 - a. Start work date is the first scheduled work day on or after 1 April.
- b. Scheduled work days are 3 to 4 days per week (Every Thursday Saturday and Alternating Sunday's starting with the second Sunday in April).
 - c. Scheduled work hours are 10 a.m. 10 p.m. each work day.
- d. Holiday hours on the 4th of July (if the holiday falls on your scheduled work day) are 10 a.m. 11 p.m.
- 2. Washington Irving South has 41 campsites, 1 boat ramp, swim beach and a hiking trail.
- a. PSA contains a large swimming beach and boat ramps where day use fees are collected. Park receives high visitation (especially on weekends). Contractor shall collect day use fees at the gate house when it is open.
 - b. Contractor shall stay on a Government provided campsite during scheduled work days.
 - c. Open park entry gate at 6 a.m. and close gate at 10 p.m. on scheduled work days.
 - d. Check PSA a minimum of 2 times each work day.
- f. Computer, printer, copy paper, printer ink, desk, and chairs shall be furnished by the government, additional supplies shall be provided by the contractor.
- g. The gate attendant will be responsible for mowing and trimming around their designated camp site, equipment will be furnished by the contractor. Mowing and trimming standards will be provided at the initial gate attendant meeting.
- h. Means of transportation and associated expenses will be the responsibility of the contractor.

- 3. Security bond will be \$5,000 (as stated in "General Requirements").
- a. Follow the Quality Assurance Surveillance Plan (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES KEYSTONE LAKE, OK WASHINGTON IRVING SOUTH PSA SHIFT B

Description	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017 - 2018 Contract Period	106	DAYS	\$	\$
OPTION 1: 1001 2018 - 2019 Contract Period	105	DAYS	\$	\$
OPTION 2: 2001 2019 - 2020 Contract Period	106	DAYS	\$	\$
	TOTAL (Ba	\$		
Contractor Name (printed)		Signatur	e	

SITE SPECIFIC SCOPE OF WORK KEYSTONE LAKE, OK WALNUT CREEK PSA GATE ATTENDANT SERVICES

POC for this location is Lindsey Cooper, 918-865-2621 x713 Alternate POC for this location is Erin Berryhill, 918-865-2621 x711

- 1. The period of performance is 1 April through 31 October.
 - a. Start work date is the first scheduled work day on or after 1 April.
 - b. Scheduled work days are 5 days per week (Every Thursday Monday).
 - c. Scheduled work hours are 10 a.m. 10 p.m. each work day.
- d. Holiday hours on the 4th of July (if the holiday falls on your scheduled work day) are 10 a.m. 11 p.m.
- 2. Walnut Creek has 80 campsites, 1 boat ramp and an equestrian riding/multipurpose trail.
- a. PSA contains an equestrian trail, sand beaches, and boat ramps where day use fees are collected. Contractor shall collect day use fees at the gate house when it is open.
 - b. Contractor shall stay on a Government provided campsite during scheduled work days.
 - c. Open park entry gate at 6 a.m. and close gate at 10 p.m. on scheduled work days.
 - d. Check PSA a minimum of 2 times each work day.
- e. Computer, printer, copy paper, printer ink, desk, and chairs shall be furnished by the government, additional supplies shall be provided by the contractor.
- f. The gate attendant will be responsible for mowing and trimming around their designated camp site, equipment will be furnished by the contractor. Mowing and trimming standards will be provided at the initial gate attendant meeting.
- g. Means of transportation and associated expenses will be the responsibility of the contractor.
- 3. Security bond will be \$5,000 (as stated in "General Requirements"). Follow the Quality Assurance Surveillance Plan (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES KEYSTONE LAKE, OK WALNUT CREEK PSA

Descr	<u>iption</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE 0001	E ITEMS: 2017 - 2018 Contract Period	153	DAYS	\$	\$
OPTI 1001	ON 1: 2018 - 2019 Contract Period	152	DAYS	\$	\$
	ON 2: 2019 - 2020 Contract Period	152	DAYS	\$	\$
		TOTAL (Ba	\$		
Cont	ractor Name (printed)	· · · · · · · · · · · · · · · · · · ·	Signatur	e	

OOLOGAH LAKE, OK HAWTHORN BLUFF PSA – SHIFT A GATE ATTENDANT SERVICES

POC for this location is Tabitha Nixon, 918-443-2250.

- 1. Period of performance is 1 April through 31 October.
 - a. Work a rotating schedule of 4 days on/4 days off throughout the work period.
 - b. Period 1 (1-30 April and 1-31 October) regular work hours are: 10 a.m. 8 p.m.
 - c. Period 2 (1 May 30 September) regular work hours are: Sun - Thur 10 a.m. - 8 p.m. Fri - Sat 10 a.m. - 10 p.m.
 - d. Additional hours may be required during busy holiday weekends.
- e. Actual work start and end dates will change from year to year depending on scheduled work days, but start no earlier than 1 April and end no later than 31 October each year.
- 2. Hawthorn Bluff PSA has 109 picnic/campsites, a boat ramp, 2 group shelters, a large day-use swim beach, amphitheater, disc golf course, and fishing docks.
- a. Stay on Government provided campsite on scheduled work days, throughout the work period.
- b. Open gate at 6 a.m. and close the gates at 10 p.m. each work day for the campground and day use area as directed.
 - c. Post reservations and provide visitor assistance.
- d. Work with other gate attendants and have good verbal and written communication with them.
- e. Failure to comply with policy, procedures, and management approved deviations is cause for contract termination.
- 3. Security bond will be \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES OOLOGAH LAKE, OK HAWTHORN BLUFF PSA - SHIFT A

	iption EITEMS: 2017 - 2018 Contract	Quantity	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Amount</u>
	Period 1	32	DAYS	\$	\$
0002	Period 2	76	DAYS	\$	\$
<u>OPTI</u>	ON 1: 2018 - 2019 Contract Per		OTAL CLIN	N 0001 and 0002	\$
	Period 1	32	DAYS	\$	\$
1002	Period 2	76	DAYS	\$	\$
ODEL	ON 2 2010 2020 C P		OTAL CLIN	N 1001 and 1002	\$
	ON 2: 2019 - 2020 Contract Per Period 1	32	DAYS	\$	\$
2002	Period 2	76	DAYS	\$	\$
		TO	OTAL CLI	N 2001 and 2002	\$
	то	TAL (Base	, Option 1	& Option 2)	\$
Cont	ractor Name (Print)		Signatu	re	

OOLOGAH LAKE, OK HAWTHORN BLUFF BEACH GATE ATTENDANT/FEE COLLECTION SERVICES

POC for this location is Tabitha Nixon, 918-443-2250.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 April through 31 October.
 - a. 1 May 30 September. Gate Attendant Service work days are:

Friday 12 noon - 8 p.m. Saturday/Sunday/holidays 10 a.m. - 8 p.m.

b. 1 <u>April – 30 September - Fee Collection</u>. Collect & count self-deposit vaults, ensuring fee envelope boxes are full and providing cashier's check and all required paper work to the lake office on a weekly basis from the following areas (approximately 5 miles roundtrip from Lake Office):

Hawthorn Beach Redbud Ramp Verdigris River Park

Project Office fee box Redbud Campground

c. 1 - 31 October - Fee Collection. Collect & count self-deposit vaults, ensuring fee envelope boxes are full and providing cashier's check and all required paper work to the lake office on a weekly basis from the following areas (approximately 30 miles roundtrip from Lake Office):

Hawthorn Beach Redbud Ramp Verdigris River Park

Project Office Fee Box Redbud Campground Blue Creek

Spencer Creek

d. OPTION: 1 November – 31 March. This option would be in addition to the base period of performance as stated in a, b, and c above. Contractor would collect & count self-deposit vaults prior to Thursday each week, ensuring fee envelope boxes are full and providing a cashier's check and all necessary paperwork as required by the lake office for the following locations (approximately 30 miles roundtrip from Lake Office). Contractor would be permitted stay on a government campsite, but would not be required during these option months. \$5,000 security bond required.

Hawthorn Beach Redbud Ramp Verdigris River Park

Project Office Fee Box Redbud Campground Blue Creek

Spencer Creek Hawthorn Campground

- e. May be asked to work more than their normal shift during busy holiday weekends.
- f. Use of a cash register is required to collect area day use fees and ensure all vehicles entering park have a valid pass/permit. Training will be provided on use of the cash register.
- g. Remit fees, providing cashier's check and required paper work as directed by the Lake office on or before Thursday each week. Training and paperwork will be provided.
- 2. Hawthorn Bluff Beach has 10 picnic sites, one 2 lane boat ramp, a group shelter, a large day-use swim beach, a volleyball court, a disc golf course and a courtesy loading dock.
 - a. Required to stay on a Government provided campsite on scheduled work days.
 - b. Open gate at 6 a.m. and close the gate daily at 10 p.m. 1 April 31 October.
 - c. Post group shelter reservations and provide visitor assistance.
 - d. Work with other attendants, having good verbal and written communication with them.
- e. Failure to comply with policy, procedures, and management approved deviations is cause for contract termination.
- f. Weed and water flower beds at the gate house and shelter as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings will be furnished by the Government.
- 3. Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES HAWTHORN BLUFF BEACH GATE ATTENDANT/FEE COLLECTION SERVICES

Page 1 of 2					T D . 4 . 1
Descri BASE	iption ITEMS: 2017 - 2018 Contract	Quantity Period	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
0001	Fee Collection (Apr-Sep)	26	DAYS	\$	\$
0002	Gate Attendant (May-Sep)	68	DAYS	\$	\$
0003	Fee Collection (Oct)	4	DAYS	\$	\$
Option	n 1 : 2017 – 2018 Contract Period		al CLIN 0	001 through 0003	\$
1001	Fee Collection (Nov – Mar)	22	DAYS	\$	\$
			Т	otal CLIN 1001	\$
Optio	n 2a: 2018 – 2019 Contract Peri	od			
2001	Fee Collection (Apr-Sep)	26	DAYS	\$	\$
2002	Gate Attendant (May-Sep)	69	DAYS	\$	\$
2003	Fee Collection (Oct)	4	DAYS	\$	\$
Optio	n 2b : 2018 – 2019 Contract Perio		al CLIN 20	001 through 2003	\$
2004	Fee Collection (Nov – Mar)	22	DAYS	\$	\$
			Т	otal CLIN 2004	\$

PRICING SCHEDULE GATE ATTENDANT SERVICES HAWTHORN BLUFF BEACH GATE ATTENDANT/FEE COLLECTION SERVICES

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

(CONTINUED, Page 2 of 2)

Descr	<u>iption</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
Optio	n 3a : 2019 – 2020 Contract Perio	od			
3001	Fee Collection (Apr-Sep)	26	DAYS	\$	\$
3002	Gate Attendant (May-Sep)	69	DAYS	\$	\$
3003	Fee Collection (Oct)	5	DAYS	\$	\$
		Tota	al CLIN 30	001 through 3003	\$
	n 3b: 2019 – 2020 Contract Perio Fee Collection (Nov – Mar)	od 21	DAYS	\$	\$
			To	otal CLIN 3004	\$
	TOTAL (Base	e plus Optio	ons 1, 2a, 2	2b, 3a, & 3b)	\$
Cont	ractor Name (printed)		Signatu	re	

OOLOGAH LAKE, OK BLUE CREEK PSA GATE ATTENDANT SERVICES

POC for this location is Tabitha Nixon, 918-443-2250.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 April through 30 September.
- a. Work 5 days per week (Thursday Monday) throughout the work period (Tuesday and Wednesday are non-work days).
 - b. Regular work hours are:

Monday & Thursday 10 a.m. – 8 p.m. Friday & Saturday 10 a.m. – 10 p.m.

Sunday 12 a.m. – 8 p.m.

- c. Holiday hours on Memorial Day and Labor Day are 10 a.m. 10 p.m.
- d. Holiday hours for the 4th of July are 10 a.m. 12 Midnight.
- e. Actual work start and end dates will change from year to year. Start work will be the first scheduled work day on or after 1 April, and ends not later than 30 September each year.
- 2. Blue Creek PSA has 61 campsites, a boat ramp, a group shelter, and an equestrian area.
 - a. Stay on Government provided campsite required on scheduled work days.
 - b. Open gate at 6 a.m. and close the gate at 10 p.m. each work day.
 - c. Post reservations and provide visitor assistance.
 - d. Work with other attendants and have good verbal and written communication with them.
- e. Failure to comply with policy, procedures, and management approved deviations is cause for contract termination.
- 3. Security bond will be \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES OOLOGAH LAKE, OK BLUE CREEK PSA

Description BASE ITEMS:	Quantity	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Amount</u>
0001 2017 - 2018 Contract Period	132	DAYS	\$	\$
OPTION 1: 1001 2018 - 2019 Contract Period OPTION 2:	132	DAYS	\$	\$
2001 2019 - 2020 Contract Period	131	DAYS	\$	\$
TO	\$			
Contractor Name (Print)		Signatu	are	

PAT MAYSE LAKE, TX PAT MAYSE WEST PSA – SHIFT A GATE ATTENDANT SERVICES

POC for this location is Isaac Martin, 580-326-3345.

- 1. Period of performance includes months of March through October of each contract period, and excludes November through February. Attendants will:
 - a. Shift A start work date for this contract is 1 March, Shift B start date is 5 March.
 - b. Work a rotating schedule with 4 days on/4 days off.
- c. Duty hours for the months of March and October are: 10:00 am to 8:00 pm each work day. Duty hours 1 April through 30 September are: 12 Noon 10 p.m. each work day.
- 2. Pat Mayse West has 88 camp sites and 2 boat ramps (there are no swimming beaches or shelters in this park).
- a. The contractor must furnish and occupy a self-contained camper/trailer at one of the available contractor campsites near the park entrance.
 - b. Open entrance gate at 6 a.m., close gates at 10 p.m., each work day.
- c.Responsible for all collections and remittance of fees collected within this park during the contract period.
- d. Collect user fees from self-deposit (honor) fee vaults, a minimum of 1 time during each day shift, at the following locations.
- 3. Contractor will provide their own transportation for collecting all user fees:
- a. Pat Mayse West Park (1 vault) the proceeds from this honor vault at Pat Mayse West will be tallied and remitted into the NRRS system.
- b. Pat Mayse East Park (3 vaults) the proceeds from the 3 Pat Mayse East vaults will be tallied, then converted by the contractor into either a cashier's check or money order; these proceeds will then be turned over to the Corps Recreation Fee cashier for a separate remittance.

- c. Further guidance on user fees will be provided during the training/orientation meetings.
- 4. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES PAT MAYSE LAKE, TX PAT MAYSE WEST PSA, SHIFT A

Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
124	DAYS	\$	\$
_ 124	DAYS	\$	\$
124	DAYS	\$	\$
TOTAL (CL	.INs 0001 t	hrough 2001)	\$
		Signature	
	124 124 124	124 DAYS124 DAYS124 DAYS	Quantity Unit Price _124

PAT MAYSE LAKE, TX SANDERS COVE PSA – SHIFT B GATE ATTENDANT SERVICES

POC for this location is Isaac Martin, 580-326-3345.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance includes months of March through October of each contract period, and excludes November through February. Attendants will:
 - a. Shift B start work date for this contract is 5 March, (Shift A start date is 1 March)
 - b. Work a rotating schedule with 4 days on/4 days off.
- c. Duty hours for the months of March and October are: 10:00 am to 8:00 pm each work day. Duty hours 1 April through 30 September are: 12 Noon 10 p.m. each work day.
- 2. Sanders Cove has 89 camp sites and 2 boat ramps, 1 swimming beach, one day use shelter, and one group camping area.
- a. The contractor must furnish and occupy a self-contained camper/trailer at one of the available contractor campsites near the park entrance.
- b. Open entrance gate at 6 a.m., close gates at 10 p.m., each work day, 1 Apr. through Sep. (March and Oct. months, gates stay open 24 hr. per day.)
- c. Responsible for all collections and remittance of fees collected within this park during the contract period.
- d. Collect user fees from self-deposit (honor) fee vaults, a minimum of 1 time during each 4 day shift, at the following locations. Contractor will provide their own transportation for collecting all user fees.
- e. Sanders Cove Park, 2 boat ramp vaults, one swim beach vault. The proceeds from these honor vaults at Sanders Cove will be tallied and remitted into the NRRS system.

Further guidance on user fees will be provided during the training/orientation meetings.

3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES PAT MAYSE LAKE, TX SANDERS COVE PSA, SHIFT B

			Unit	Total
<u>Description</u>	Quantity	<u>Unit</u>	Price	Amount
BASE ITEM:				
2017 Contract Period				
CLIN 0001	121	DAYS	\$	\$
Option 1:				
2018 Contract Period				
CLIN 1001	_ 121	DAYS	\$	\$
Option 2:				
2019 Contract Period				
CLIN 2001	_121	DAYS	\$	\$
	TOTAL (CL	INs 0001 t	through 2001)	\$
Contractor Name (printed)			Signature	

PINE CREEK LAKE, OK LITTLE RIVER PARK SHIFT 1 PSA GATE ATTENDANT SERVICES

POC for this location is Corey Claborn, 580-933-4239.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 Mar 31 Oct. Contract period is 1 Mar 31 Oct.
- a. Contractor will work 5 days continuous days on duty then have 5 continuous days off duty.
 - b. Shift 1 will begin on the first day, first rotation, of the contract period.
 - c. For the period 1 Mar 31 Oct, hours are:

Days on Duty 12 Noon – 8 P.M. Holiday hours 12 Noon – 8 P.M.

- c. The contractor is required to work on holidays. The contractor will occupy the gate house and lock the entrance gate at 10pm.
- 2. Little River Park has 89 camp sites, 2 boat ramps, and a Group Camping Area. PSA is located 28 miles W of Broken Bow, Oklahoma on Highway 3.
- a. A camping pad is provided, and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access.
- b. The contractor is required to be present in the gate house during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during their daily shift. Contractor will be responsible to the ranger on duty.
- c. The contractor will unlock the entrance gate to the campground at 6 A.M. and lock the campground gate at 10 P.M. each duty day.
- d. The contractor will collect and submit camping fees, day-use fees, and other fees from Little River Park, Lost Rapids Park and Turkey Creek Park as indicated by the Lake Manager. All fees will be collected and accounted for daily.
- e. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.

- f. The contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- g. The contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc.
- h. Mowing- Once during the five day work period the contractor will be required to mow and trim the grass as directed by the Lake Manager. Mower and fuel may be provided.
- i. Flower bed maintenance- The contractor shall be required to water, weed and otherwise maintain the flower bed in front of the gate shack as directed by the Lake Manager.
- j. Bollard posting in all three parks must be done seven days prior to a reservation, and must fit adequately on posts. Bulletin boards must be updated as directed.
- 3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES PINE CREEK LAK, OK – LITTLE RIVER PARK SHIFT 1 PSA

Description PASE ITEMS.	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017-2018 Contract Period	125	DAYS	\$	\$
Option 1: 1001 2018 - 2019 Contract Period	125	DAYS	\$	\$
Option 2: 2001 2019 - 2020 Contract Period	125	DAYS	\$	\$
	TOTAL (\$		
Contractor Name (printed)		Signatur	re	

PINE CREEK LAKE, OK LITTLE RIVER PARK SHIFT 2 PSA GATE ATTENDANT SERVICES

POC for this location is Corey Claborn, 580-933-4239.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 Mar 31 Oct. Contract period is 1 Mar 31 Oct.
- a. Contractor will work 5 days continuous days on duty then have 5 continuous days off duty.
 - b. Shift 2 will begin on the 6^{th} day, second rotation, of the contract period.
 - c. For the period 1 Mar 31 Oct, hours are:

Days on Duty 12 Noon – 8 P.M. Holiday hours 12 Noon – 8 P.M.

- c. The contractor is required to work on holidays. The contractor will occupy the gate house and lock the entrance gate at 10pm on assigned holiday work days.
- 2. Little River Park has 89 camp sites, 2 boat ramps, and a Group Camping Area. PSA is located 28 miles W of Broken Bow, Oklahoma on Highway 3.
- a. A camping pad is provided, and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access.
- b. The contractor is required to be present in the gate house during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during their daily shift. Contractor will be responsible to the ranger on duty.
- c. The contractor will unlock the entrance gate to the campground at 6 A.M. and lock the campground gate at 10 P.M. each duty day, with holiday and non-work day exceptions.
- d. The contractor will collect and submit camping fees, day-use fees, and other fees from Little River Park, Lost Rapids Park and Turkey Creek Park as indicated by the Lake Manager. All fees will be collected and accounted for daily.
- e. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.

- f. The contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- g. The contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc.
- h. Mowing- Once during the five day work period the contractor will be required to mow and trim the grass as directed by the Lake Manager. Mower and fuel may be provided.
- i. Flower bed maintenance- The contractor shall be required to water, weed and otherwise maintain the flower bed in front of the gate shack as directed by the Lake Manager.
- j. Bollard posting in all three parks must be done seven days prior to a reservation, and must fit adequately on posts. Bulletin boards must be updated as directed.
- 3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES PINE CREEK LAK, OK – LITTLE RIVER SHIFT 2 PSA

Description DAGE VIEWS	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017-2018 Contract Period	120	DAYS	\$	\$
Option 1: 1001 2018 - 2019 Contract Period	120	DAYS	\$	\$
Option 2: 2001 2019 - 2020 Contract Period	120	DAYS	\$	\$
	TOTAL (C	\$		
Contractor Name (printed)		Signatur	e	

PINE CREEK LAKE, OK PINE CREEK COVE SHIFT 1 PSA GATE ATTENDANT SERVICES

POC for this location is Corey Claborn, 580-933-4239.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 Mar 31 Oct. Contract period is 1 Mar 31 Oct.
- a. Contractor will work 5 days continuous days on duty then have 5 continuous days off duty.
 - b. Shift 1 will begin on the first day, first rotation, of the contract period.
 - c.For the period 1 Mar 31 Oct, hours are:

Days on Duty 12 Noon – 8 P.M. Holiday hours 12 Noon – 8 P.M.

- d. The contractor is required to work on holidays. The contractor will occupy the gate house and lock the entrance gate at 10pm.
- 2. Pine Creek Cove has 41 camp sites, 2 boat ramps, and a Group Camping Area. PSA is located 8 miles North of Valliant, Oklahoma on Pine Creek Road.
- a. A camping pad is provided, and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access.
- b. The contractor is required to be present in the gate house during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during their daily shift. Contractor will be responsible to the ranger on duty.
- c. The contractor will unlock the entrance gate to the campground at 6 A.M. and lock the campground gate at 10 P.M. each duty day.
- d. The contractor will collect and submit camping fees, day-use fees, and other fees as indicated by the Lake Manager. All fees will be collected and accounted for daily.
- e. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.

- f. The contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- g. The contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc.
- h. Mowing- Once during the five day work period the contractor will be required to mow and trim the grass as directed by the Lake Manager. Mower and fuel may be provided.
- i. Flower bed maintenance- The contractor shall be required to water, weed and otherwise maintain the flower bed in front of the gate shack as directed by the Lake Manager.
- j. Bollard posting in all three parks must be done seven days prior to a reservation, and must fit adequately on posts. Bulletin boards must be updated as directed.
- 3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES PINE CREEK LAKE, OK – PINE CREEK COVE SHIFT 1 PSA

<u>Description</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017- 2018 Contract Period	125	DAYS	\$	\$
Option 1: 1001 2018 - 2019 Contract Period	125	DAYS	\$	\$
Option 2: 2001 2019 - 2020 Contract Period	125	DAYS	\$	\$
	TOTAL (\$		
Contractor Name (printed)		Signatur	e	

PINE CREEK LAKE, OK PINE CREEK COVE SHIFT 2 PSA GATE ATTENDANT SERVICES

POC for this location is Corey Claborn, 580-933-4239.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 Mar 31 Oct. Contract period is 1 Mar 31 Oct.
- a. Contractor will work 5 days continuous days on duty then have 5 continuous days off duty.
 - b. Shift 2 will begin on the 6th day, second rotation, of the contract period.
 - c. For the period 1 Mar 31 Oct, hours are:

Days on Duty 12 Noon – 8 P.M. Holiday hours 12 Noon – 8 P.M.

- d. The contractor is required to work on holidays. The contractor will occupy the gate house and lock the entrance gate at 10pm.
- 2. Pine Creek Cove has 41 camp sites, 2 boat ramps, and a Group Camping Area. PSA is located 8 miles North of Valliant, Oklahoma on Pine Creek Road.
- a. A camping pad is provided, and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access.
- b. The contractor is required to be present in the gate house during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during their daily shift. Contractor will be responsible to the ranger on duty.
- c. The contractor will unlock the entrance gate to the campground at 6 A.M. and lock the campground gate at 10 P.M. each duty day.
- d. The contractor will collect and submit camping fees, day-use fees, and other fees as indicated by the Lake Manager. All fees will be collected and accounted for daily.
- e. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.

- f. The contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- g. The contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc.
- h. Mowing- Once during the five day work period the contractor will be required to mow and trim the grass as directed by the Lake Manager. Mower and fuel may be provided.
- i. Flower bed maintenance- The contractor shall be required to water, weed and otherwise maintain the flower bed in front of the gate shack as directed by the Lake Manager.
- j. Bollard posting in all three parks must be done seven days prior to a reservation, and must fit adequately on posts. Bulletin boards must be updated as directed.
- 3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES PINE CREEK LAKE, OK – PINE CREEK COVE SHIFT 2 PSA

Description PAGE VEELOG	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017- 2018 Contract Period	120	DAYS	\$	\$
Option 1: 1001 2018 - 2019 Contract Period	120	DAYS	\$	\$
Option 2: 2001 2019 - 2020 Contract Period	120	DAYS	\$	\$
	TOTAL (1 thru 2001)	\$	
Contractor Name (printed)		Signatur	e	

R.S. KERR LAKE, OK COWLINGTON POINT PSA GATE ATTENDANT SERVICES

POC for this location is Cathi Carr, 918-799-5843.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location:

- 1. Period of performance is 1 April through 31 October.
 - a. Start work date is the first schedule work day on or after 1 April.
 - b. Work 6 days per week (Thursday-Tuesday), including Federal holidays/weekends.
 - c. Contractor shall work on Federal Holidays and weekends, even if it falls on a scheduled day off.
 - d. Regular work hours are: 4 p.m. 10 p.m. each work day.
- 2. Applegate PSA has 27 camp sites.
- a. Remain onsite overnight during scheduled work days to provide for security and emergency access.
 - b. Open/unlock entrance gate at 6 a.m. and close/lock gate at 10 p.m. each work day.
- c. Furnish a cell phone or regular telephone service to communicate with the Lake Office. Anticipated phone usage is 20 minutes each day. Phones/radios are not supplied at this location.
- d. A small building is provided that serves as the office area. Maintain the building in a clean and orderly fashion at all times.
 - e. Attend a mandatory monthly meeting, even if the meeting is on a scheduled day off.
 - f. Furnish all cleaning tools/supplies.
- g. Mow grass as at Government supplied campsite, no lawnmower or gas will be furnished. Mowing may be required during each 5-day work shift, during the peak-growing season. Grass height is to be maintained between two and six inches.
- h. Remit fees collected using ENG Form 4457 to Park Ranger. This includes a money order for all cash. Instructions will be given by the COR at the pre-work briefing. (NRRS Computers are not used at this location).

3. Security bond is \$5000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES ROBERT S. KERR LAKE, OK COWLINGTON POINT

				Unit	Total
<u>Description</u>		Quantity	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
BASE ITEMS:					
0001 2017 - 201	8 Contract Period	184	DAYS	\$	\$
OPTION 1:					
1001 2018 - 201	9 Contract Period	184	DAYS	\$	\$
OPTION 2:					
2001 2019 - 202	20 Contract Period	184	DAYS	\$	\$
		TOTAL (Ba	ase, Option	n 1, & Option 2)	\$
Contractor Name	e (printed)		Signatui	re	

R.S. KERR LAKE, OK SHORT MOUNTAIN COVE PSA GATE ATTENDANT SERVICES

POC for this location is Cathi Carr, 918-799-5843.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location:

- 1. Period of performance is 1 April through 31 October.
 - a. Start work date is the first schedule work day on or after 1 April.
 - b. Work 6 days per week (Friday-Wednesday), including Federal holidays/weekends.
 - c. Contractor shall work on Federal Holidays and weekends, even if it falls on a scheduled day off.
 - d. Regular work hours are: 4 p.m. 10 p.m. each work day.
- 2. Applegate PSA has 27 camp sites.
- a. Remain onsite overnight during scheduled work days to provide for security and emergency access.
 - b. Open/unlock entrance gate at 6 a.m. and close/lock gate at 10 p.m. each work day.
- c. Furnish a cell phone or regular telephone service to communicate with the Lake Office. Anticipated phone usage is 20 minutes each day. Phones/radios are not supplied at this location.
- e. A small building is provided that serves as the office area. Maintain the building in a clean and orderly fashion at all times.
 - f. Attend a mandatory monthly meeting, even if the meeting is on a scheduled day off.
 - g. Furnish all cleaning tools/supplies.
- h. Mow grass as at Government supplied campsite, no lawnmower or gas will be furnished. Mowing may be required during each 5-day work shift, during the peak-growing season. Grass height is to be maintained between two and six inches
- i. Remit fees collected using ENG Form 4457 to Park Ranger. This includes a money order for all cash. Instructions will be given by the COR at the pre-work briefing. (NRRS Computers are not used at this location).

3. Security bond is \$5000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES ROBERT S. KERR LAKE, OK SHORT MOUNTAIN COVE

<u>Descr</u>		Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
0001	2017 - 2018 Contract Period	184	DAYS	\$	\$
	ON 1: 2018 - 2019 Contract Period	184	DAYS	\$	\$
	ON 2: 2019 - 2020 Contract Period	184	DAYS	\$	\$
		TOTAL (Ba	\$		
Cont	ractor Name (printed)		Signatur	e	

SARDIS LAKE, OK POTATO HILLS CENTRAL PSA SITE SPECIFIC SCOPE OF WORK GATE ATTENDANT SERVICES

POC for this location is Charles Howard, 918-569-4131

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 April 31 October.
- a. For the period 1 April -31 October, the contractor will work 5 days per week (Wednesday Sunday). Hours are: 12 noon 8:00 p.m. Total days for 2017 are 152, for 2018 are 152, and 151 days in 2019, with total for contract being 455 days worked.
- 2. Potato Hills Central PSA has 94 camp sites and 2 group camp areas.
- a. When on duty at Potato Hills central the contractor is required to open the entrance gate to the park at 6:00 am and close it at 10:00 pm.
- b. A camping pad is provided in Potato Hills Central and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access.
- c. Contractor will be responsible for all collections and remittance of fees collected at the gate shacks during the contract period. This will require the use of a computer and becoming familiar with the NRRS Web based data base that is used at both parks for operations.
- d. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.
 - e. Gate house shall be kept clean at all times.
- f. Weed and water flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings will be furnished by the Government.
- g. Post reservation information daily (or as needed) at each individual campsite and group picnic shelter (a Phillips screwdriver will be needed for changing reservation markers).
- h. Copies of paperwork related to fee collection must be turned in weekly to the recreation fee cashier at the Lake Office.
- i. Patrol park a minimum of 3 times during each shift. Additional patrols may be required to insure all fees have been collected; reservation markers have not been changed by visitors;

and general security.

3. . Security bond will be \$5,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES SARDIS LAKE POTATO HILLS CENTRAL (5 DAY)

Descr		Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
0001	2017-2018 Contract Period	152	DAYS	\$	\$
Optio 1001	n 1: 2018-2019 Contract Period	152	DAYS	\$	\$
Optio 2001		151	DAYS	\$	\$
		\$			
Cont	ractor Name (printed)		Signatu	re	

SKIATOOK LAKE, OK TALL CHIEF COVE PSA GATE ATTENDANT SERVICES

POC for this location is Jeff Walker (918) 396-3170.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Estimated period of performance is 1 April through 31 October.
 - a. The contractor will work 5 days per week (Thursday Monday). Hours are 12 noon 10:30 p.m. each work day.
 - b. Tuesday and Wednesday are non-work days.
- 2. Tall Chief Cove PSA has 57 camp sites (54 reserveable), 1 boat ramp, 1 beach, and 1 group shelter.

Contractor is responsible for the following work:

- 1) Collect all camping fees, process and monitor all pre-paid reservations under the National Recreation Reservation Service (NRRS), sell annual day use passes through the use of NRRS, enter any self-deposit camping fees deposited on day off into the computer system on next working day, and monitor access and use of Tall Chief Cove PSA. All fees collected shall be transmitted to Reserve America and submitted by a cashier's check. Copies of paperwork related to fee collection must be turned in weekly to the recreation fee cashier at the Skiatook Lake Office. Contractor is required to pay postage and supplies for NRRS remittances. A Quality Assurance Surveillance Plan (QASP) will be implemented to monitor and audit the handling of government funds by contractor.
- 2) Furnish and occupy a self-contained trailer/camper and stay on a government-provided campsite on all scheduled work days.
- 3) Provide a cell phone or regular phone service at contractor's expense for his/her campsite for communications with Skiatook Lake Office and emergency services.
 - 4) Open the park entry and swimming beach gates at 6 a.m. and close the gates at 10 p.m. on scheduled work days. Coordinate the opening/closing of park gates with Camp Host who will work on contractor's days off, and assist on weekends. The Camp Host works for the Lake Manager, therefore, the contractor shall not order the Camp Host to do any work. Coordination and communication between the Camp Host and contractor is mandatory and extremely important to the smooth operation of the park.

- 5) Post reservation information daily (or as needed) at each individual campsite and group picnic shelter using the Daily Activity Report.
- 6) Raise and lower flags daily. Flowers for planters will be provided by the government.
- 7) Patrol park a minimum of 2 times during each shift. Additional patrols may be required to insure that all fees have been collected, reservation markers have not been changed by visitors, and for general security.
- 8) Coordinate with Park Host on days off to facilitate check ins/outs when gate house is not open. Must coordinate all scheduling with assigned Ranger
- 9) Gate house shall be kept clean at all times.
 - 3. Contractor shall post a Security bond in amount of \$5,000 (as stated in "General Requirements"). Effective 1 April through 31 October.

PRICING SCHEDULE GATE ATTENDANT SERVICES SKIATOOK LAKE TALL CHIEF COVE

INCL	UDE ALL ATTACHMENTS				Omt
Descr	Total intion	Quantity	Unit	Price	Amount
		Quality	CIIIC	11100	1 IIII o di II
	2017 - 2018 – Contract Period	154	DAYS	\$	\$
Optio 1001	n 1: 2018 – 2019 Contract Period	154	DAYS	\$	\$
Optio 2001	n 2: 2019 – 2020 Contract Period	154	DAYS	\$	\$
	\$				
Cont	ractor Name (printed)		Signatur	e	

SKIATOOK LAKE, OK TWIN POINTS PSA GATE ATTENDANT SERVICES

POC for this location is Greg Bersche, (918) 396-3170.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Estimated Period of performance is 1 April through 31 October.
 - a. The contractor will work 5 days per week (Thursday Monday). Hours are 12 noon 10:30 p.m. each work day.
 - b. Tuesday and Wednesday are non-work days.
 - c. Twin Points PSA has 54 camp sites (54 reserveable), 1 boat ramp, and 1 beach.

Contractor is responsible for the following work:

- 2. Collect all camping fees, process and monitor all pre-paid reservations under the National Recreation Reservation Service (NRRS), sell annual day-use passes through the use of NRRS, enter any self-deposit camping fees deposited on day-off into the computer system on next working day, and monitor access and use of Tall Chief PSA. All fees collected shall be transmitted to Reserve America and submitted by cashier's check. Copies of paperwork related to fee collection must be turned in weekly to the recreation fee cashier at the Lake Office. Contractor is required to pay postage and supplies for NRRS remittances. A Quality Assurance Surveillance Plan (QASP) will be implemented to monitor and audit the handling of government funds by contractor.
- 3. Furnish and occupy a self-contained trailer/camper and stay on a Government provided campsite, on all scheduled work days.
- 4. Provide a cell phone or regular phone service at contractor's expense for his/her campsite for communications with Lake Office and emergency services.
- 5. Open the park entry and swimming beach gates at 6 a.m. and close the gates at 10 p.m. on scheduled work days. Coordinate the opening/closing of park gates with Camp Host who will work on Contractor's days-off, and assist on weekends. The Camp Host works for the Lake Manager, therefore, the Contractor shall not order the Camp Host to do any work. Coordination and communication between the Camp Host and Contractor is mandatory and extremely important to the smooth operation of the park.
- 6. Post reservation information daily (or as needed) at each individual campsite a group picnic shelter using the Daily Activity Report.
- 7. Raise and lower flags daily. Flowers for planters will be provided by the Government.

- 8. Patrol park a minimum of 2 times during each shift. Additional patrols may be required to insure all fees have been collected; reservation markers have not been changed by visitors; and general security.
- 9. Must coordinate with Park Host on days off to facilitate check ins/outs when gate house is not open. Must coordinate all scheduling with assigned Ranger
- 10. Gate house shall be kept clean at all times.
 - a. Contractor shall post a Security bond in amount of \$5,000 (as stated in "General Requirements"). Effective 1 April through 31 October.

PRICING SCHEDULE GATE ATTENDANT SERVICES SKIATOOK LAKE TWIN POINTS

Description PASE ITEMS.	Quantity	Unit	Unit Price	Total Amount
BASE ITEMS: 0001 2017 - 2018 – Contract Period	154	DAYS	\$	\$
Option 1: 1001 2018 – 2019 Contract Period	154	DAYS	\$	\$
Option 2: 2001 2019 – 2020 Contract Period	154	DAYS	\$	\$
TO	\$			
Contractor Name (printed)	·	Signatur	e	

TENKILLER LAKE, OK STRAYHORN LANDING PSA - SHIFT A GATE ATTENDANT SERVICES

POC for this location is Chief Park Ranger Ken Weiner, 918-487-5252

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location:

- 1. Period of performance is 1 April 30 September for Base year: 1 April 30 September for option years 1 & 2.
 - a. Start work date is 1 April for Base year: 1 April 30 September for option years 1 & 2.
- b. Contractor will work a rotating schedule with 5 days on/5 days off throughout the work period. This will include weekends and holiday periods.
 - c. Regular work hours are 11 a.m. 10 p.m. each work day.
- 2. Strayhorn Landing PSA has 40 camp sites and 2 group shelters.
- a. Contractor is required to remain onsite overnight during scheduled work days to provide for security and emergency access.
 - b. Contractor will be present in the gate house at all times during regular work hours.
- c. The on-duty contractor is solely responsible during their 5-day shift only. However, cooperation will be required between Shift A and Shift B contractors for smooth transitions between shifts.
- d. Contractor will open park gates at 6 a.m. and close gates at 10 p.m. each work day. Contractor will open park gates at night for emergency entrance.
- e. Contractor will patrol the park a minimum of 3 times each work day, and report findings on a daily log
- f. Contractor will perform specific duties to implement the reservation program and submit required paperwork to Lake Office and fees collected to NRRS. Fees will be submitted by cashier's check at the expense of the contractor.
 - g. Contractor will provide necessary paper work to the Lake Office on a weekly basis.

- h. Each reserveable campsite in the park has a bollard signpost which indicates availability of each site. Contractor is responsible for ensuring each bollard is updated daily after 6 p.m. to reflect availability of the site.
- h. Contractor will provide cleaning supplies and necessary office supplies throughout the work period, on scheduled work days.
- i. During peak growing season, additional mowing may be desired by you (the contractor), if so, you must provide the necessary mower/weed eater and fuel to operate them.
- j. In the event of a temporary park closure due to flooding, storm damage, or other events the Contractor will remain in the PSA during their shift unless approved by the Lake Office Manager or Chief Park Ranger.
- 3. Security bond is \$5000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES TENKILLER LAKE STRAYHORN LANDING-SHIFT A

Descri		Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE 0001	ITEMS: 2016 - 2017 Contract Period	93	DAYS	\$	\$
Option 1001	n 1: 2017 – 2018 Contract Period	93	DAYS	\$	\$
Option 2001	n 2: 2018 – 2019 Contract Period	93	DAYS	\$	\$
	\$				
Contr	ractor Name (printed)		Signatur	re	

TENKILLER LAKE, OK STRAYHORN LANDING PSA - SHIFT B GATE ATTENDANT SERVICES

POC for this location is Chief Park Ranger Ken Weiner, 918-487-5252

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location:

- 1. Period of performance is 1 April 30 September for Base year: 1 April 30 September for option years 1 & 2.
 - a. Start work date is 1 April for Base year: 1 April 30 September for option years 1 & 2.
- b. Contractor will work a rotating schedule with 5 days on/5 days off throughout the work period. This will include weekends and holiday periods.
 - c. Regular work hours are 11 a.m. 10 p.m. each work day.
- 2. Strayhorn Landing PSA has 40 camp sites and 2 group shelters.
- a. Contractor is required to remain onsite overnight during scheduled work days to provide for security and emergency access.
 - b. Contractor will be present in the gate house at all times during regular work hours.
- c. The on-duty contractor is solely responsible during their 5-day shift only. However, cooperation will be required between Shift A and Shift B contractors for smooth transitions between shifts.
- d. Contractor will open park gates at 6 a.m. and close gates at 10 p.m. each work day. Contractor will open park gates at night for emergency entrance.
- e. Contractor will patrol the park a minimum of 3 times each work day, and report findings on a daily log
- f. Contractor will perform specific duties to implement the reservation program and submit required paperwork to Lake Office and fees collected to NRRS. Fees will be submitted by cashier's check at the expense of the contractor.
 - g. Contractor will provide necessary paper work to the Lake Office on a weekly basis.

- h. Each reserveable campsite in the park has a bollard signpost which indicates availability of each site. Contractor is responsible for ensuring each bollard is updated daily after 6 p.m. to reflect availability of the site.
- h. Contractor will provide cleaning supplies and necessary office supplies throughout the work period, on scheduled work days.
- i. During peak growing season, additional mowing may be desired by you (the contractor), if so, you must provide the necessary mower/weed eater and fuel to operate them.
- j. In the event of a temporary park closure due to flooding, storm damage, or other events the Contractor will remain in the PSA during their shift unless approved by the Lake Office Manager or Chief Park Ranger.
- 3. Security bond is \$5000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES TENKILLER LAKE STRAYHORN LANDING-SHIFT B

Descr		Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
	2016 - 2017 Contract Period	90	DAYS	\$	\$
Optio 1001	<u>n 1:</u> 2017 – 2018 Contract Period	90	DAYS	\$	\$
Optio 2001	<u>n 2:</u> 2018 – 2019 Contract Period	90	DAYS	\$	\$
	rough 2001)	\$			
Cont	ractor Name (printed)		Signatur	re	

TENKILLER LAKE, OK PETTIT BAY PSA - SHIFT A GATE ATTENDANT SERVICES

POC for this location is Ken Weiner Chief Park Ranger, 918-487-5252

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location:

- 1. Period of performance is 1 April 30 September.
 - a. Start work date is 1 April.
- b. Contractor will work a rotating schedule with 5 days on/5 days off throughout the work period. This will include weekends and holiday periods.
 - c. Regular work hours are 11 a.m. 10 p.m. each work day.
- 2. Pettit Bay PSA has 86 camp sites and 3 group shelters.
- a. Contractor is required to remain onsite overnight during scheduled work days to provide for security and emergency access.
 - b. Contractor will be present in the gate house at all times during regular work hours.
- c. The on-duty contractor is solely responsible during their 5-day shift only. However, cooperation will be required between Shift A and Shift B contractors for smooth transitions between shifts.
- d. Contractor will open park gates at 6 a.m. and close gates at 10 p.m. each work day. Contractor will open park gates at night for emergency entrance.
 - e. Contractor will patrol the park a minimum of 3 times each work day.
- f. Contractor will remit fees and provide necessary paper work to the Lake office on a weekly basis.
- g. Each reserveable campsite in the park has a bollard signpost which indicates availability of each site. Contractor is responsible for ensuring each bollard is updated daily after 6 p.m. to reflect availability of the site.
- h. Contractor will provide cleaning supplies and necessary office supplies throughout the work period, on scheduled work days.

- i. During peak growing season, additional mowing may be desired by you (the contractor), if so, you must provide the necessary mower/weed eater and fuel to operate them.
- j. In the event of a temporary park closure due to flooding, storm damage, or other events the Contractor will remain in the PSA during their shift unless approved by the Lake Office Gate Attendant Coordinator/COR.
- 3. Security bond is \$5000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES TENKILLER LAKE PETTIT BAY CAMPGROUND-SHIFT A

	<u>iption</u> E ITEMS:	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
0001		93	DAYS	\$	\$
Optio 1001		93	DAYS	\$	\$
Optio 2001	<u>n 2:</u> 2019 – 2020 Contract Period	93	DAYS	\$	\$
	\$				
Cont	ractor Name (printed)		Signatur	re	

LAKE TEXOMA, OK EAST BURNS RUN PSA – 5 DAY GATE ATTENDANT SERVICES

POC for this location is Sarah Noel, 903-465-4990, ext. 7807.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 April 30 September.
 - a. The contractor will work 5 days per week (Wednesday Sunday).
- b. For the period 1 April 31 July, hours are:
 Wednesday Sunday
 12 Noon 10 P.M.
 Holiday hours
 12 Noon 12 Midnight
- c. For the period 1 August COB on the Friday following the Labor Day Holiday Weekend:

Wednesday - Sunday 2 P.M. - 10 P.M.

Holiday hours 12 Noon – 12 Midnight

d. For the period on the Saturday following Labor Day Holiday – 30 September.

Wednesday – Sunday 12 Noon - 8 P.M.

- e. Contractor is required to work on holidays. Holiday work days usually occur during the Friday Sunday weekend of the holiday, but may vary in some instances as directed by the Lake Manager. Holiday work days will not exceed 6 days. Contractor will occupy the gate house and lock the entrance gate at 12 midnight on assigned holiday work days.
- 2. East Burns Run PSA has 52 camp sites, 2 boat ramp, and a pavilion. East Burns Run PSA is located off US Hwy 91 at Cartwright, OK. The address is 525 East Burns Run Rd. Cartwright, OK 74731.
- a. A camping pad is provided and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access. The contractor can arrive no earlier than one (1) week prior to the beginning of the Period of Performance and must vacate the premises within one (1) week of the end of the Period of Performance. All personal property will be taken with contractor at the end of contract period.
- b. Contractor is required to be present in the gate house at all times during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during

their daily shift. This contract requires two (2) individuals be on site to fulfill the duties specified in this contract during duty hours. Both individuals must be capable of performing all duties including operating the National Recreation Reservation Service software. Both individuals will remain on site unless approved by the Contracting Officer Representative. Contractor will be responsible to the ranger on duty.

- c. Contractor will unlock the entrance gate at 6 A.M. and lock the gate at 10 P.M. each work day, with holiday and non-work day exceptions. The contractor will be required to return and close the entrance gate at 10 P.M. when contractor work hours end at 8 P.M on scheduled work days.
- d. Contractor will collect and submit camping fees, day-use fees, and other fees indicated by the Lake Manager. Copies of paperwork related to fee collection must be turned in weekly to the Lake Office. Contractor is required to acquire a cashier's check for all fees collected each week. Paperwork and cashier's check will be submitted to the National Recreation Reservation System weekly. All fees will be collected and accounted for daily.
- e. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.
- f. Contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- g. Contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc. Gate house shall be kept clean at all times.
- h. Contractor will water and weed flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings, mulch and water hoses will be furnished by the Government.
- i. Bollard posting must be done seven days prior to a reservation. Day-use (boat launch and/or day-use) envelopes will be filled routinely. Bulletin boards must be updated as directed.
- 3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES LAKE TEXOMA, OK – EAST BURNS RUN PSA

	iption E ITEMS:	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
0001	2017- 2018 Contract Period	131	DAYS	\$	\$
Optio 1001	on 1: 2019 - 2018 Contract Period	131	DAYS	\$	\$
Optio 2001	on 2: 2019 - 2020 Contract Period	131	DAYS	\$	\$
		\$			
Cont	ractor Name (printed)		 Signatur	e	

LAKE TEXOMA, OK EAST BURNS RUN / WEST BURNS RUN PSA ROVER – 4 DAY GATE ATTENDANT SERVICES

POC for this location is Sarah Noel, 903-465-4990, ext. 7807.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 April 30 September.
 - a. Start work date is the first scheduled work day on or after 1 April.
 - b. Work is four (4) days per week (Monday Thursday).
 - c. Work hours are:

For the period 1 April - 31 July, hours are:

Monday – Thursday 12 Noon – 10 P.M. Holiday hours 12 Noon – 12 Midnight

For the period 1 August – COB on the Friday following the Labor Day Holiday Weekend hours are:

Monday – Thursday 2 P.M. – 10 P.M. Holiday hours 12 Noon – 12 Midnight

For the period on the Saturday following Labor Day Holiday – 30 September.

Monday – Thursday 12 Noon – 8 P.M.

- 2. Contractor is required to work on holidays. Holiday work days usually occur during the Friday Sunday weekend of the holiday, but may vary in some instances as directed by the Lake Manager. Holiday work days will not exceed 6 days. Contractor will occupy the gate house and lock the entrance gate at 12 midnight on assigned holiday work days.
- a. East Burns Run PSA has 52 camp sites, 2 boat ramp, pavilion, and a day use area. East Burns Run PSA is located off US Hwy 91 at Cartwright, OK. Emergency Address is 525 East Burns Run Rd. Cartwright, OK 74731. West Burns Run PSA has 115 camp sites, 4 group sites, 2 pavilions, 2 boat ramps, and a day use area. West Burns Run PSA is located off US Hwy 91 at Cartwright, OK. The address is 825 West Burns Run Rd. Cartwright, OK 74731.
- b. A camping pad is provided and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access. The contractor can arrive no earlier than one

- (1) week prior to the beginning of the Period of Performance and must vacate the premises within one (1) week of the end of the Period of Performance. All personal property will be taken with contractor at the end of contract period.
- c. Contractor is required to be present in the gate house at all times during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during their daily shift. This contract requires two (2) individuals be on site to fulfill the duties specified in this contract during duty hours. Both individuals must be capable of performing all duties including operating the National Recreation Reservation Service software. Both individuals will remain on site unless approved by the Contracting Officer Representative. Contractor will be responsible to the ranger on duty.
- d. Contractor will unlock the entrance gate at 6 A.M. and lock the gate at 10 P.M. each work day, with holiday and non-work day exceptions. The contractor will be required to return and close the entrance gate at 10 P.M. when contractor work hours end at 8 P.M on scheduled work days.
- e. Contractor will collect and submit camping fees, day-use fees, and other fees indicated by the Lake Manager. Copies of paperwork related to fee collection must be turned in weekly to the Lake Office. Contractor is required to acquire a cashier's check for all fees collected each week. Paperwork and cashier's check will be submitted to the National Recreation Reservation System weekly. All fees will be collected and accounted for daily.
- f. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.
- g. Contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- h. Contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc. Gate house shall be kept clean at all times.
- i. Contractor will water and weed flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings, mulch and water hoses will be furnished by the Government.
- j. Bollard posting must be done seven days prior to a reservation. Day-use (boat launch and/or day-use) envelopes will be filled routinely. Bulletin boards must be updated as directed.
 - k. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES LAKE TEXOMA, OK – EAST BURNS RUN / WEST BURNS RUN PSA ROVER

Description DASE ITEMS.	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017- 2018 Contract Period	104	DAYS	\$	\$
Option 1: 1001 2019 - 2018 Contract Period	104	DAYS	\$	\$
Option 2: 2001 2019 - 2020 Contract Period	104	DAYS	\$	\$
	TOTAL (1 thru 2001)	\$	
Contractor Name (printed)		Signatur	e	

LAKE TEXOMA, OK JOHNSON CREEK PSA – 5 DAY GATE ATTENDANT SERVICES

POC for this location is Sarah Noel, 903-465-4990, ext. 7807.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 May COB on the Friday following the Labor Day holiday weekend.
 - a. The contractor will work 5 days per week (Friday Tuesday).
- b. For the period 1 May 31 July, hours are:
 Wednesday Sunday
 12 Noon 10 P.M.
 Holiday hours
 12 Noon 12 Midnight
- c. For the period 1 August COB on the Friday following the Labor Day holiday weekend, hours are:

Wednesday - Sunday 2 P.M. - 10 P.M.

Holiday hours 12 Noon – 12 Midnight

- d. Contractor is required to work on holidays. Holiday work days usually occur during the Friday Sunday weekend of the holiday, but may vary in some instances as directed by the Lake Manager. Holiday work days will not exceed 6 days. Contractor will occupy the gate house and lock the entrance gate at 12 midnight on assigned holiday work days.
- 2. Johnson Creek PSA has 55 camp sites, boat ramp and a pavilion. Johnson Creek PSA is located on the north side of US Hwy 70, approximately three (3) miles west of Mead, OK. The address is 215 Johnson Creek Rd. Mead, OK 73449.
- a. A camping pad is provided and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access. The contractor can arrive no earlier than one (1) week prior to the beginning of the Period of Performance and must vacate the premises within one (1) week of the end of the Period of Performance. All personal property will be taken with contractor at the end of contract period.
- b. Contractor is required to be present in the gate house at all times during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during their daily shift. This contract requires two (2) individuals be on site to fulfill the duties specified in this contract during duty hours. Both individuals must be capable of performing all duties including operating the National Recreation Reservation Service software. Both individuals will

remain on site unless approved by the Contracting Officer Representative. Contractor will be responsible to the ranger on duty.

- c. Contractor will unlock the entrance gate at 6 A.M. and lock the gate at 10 P.M. each work day, with holiday and non-work day exceptions.
- d. Contractor will collect and submit camping fees, day-use fees, and other fees indicated by the Lake Manager. Copies of paperwork related to fee collection must be turned in weekly to the Lake Office. Contractor is required to acquire a cashier's check for all fees collected each week. Paperwork and cashier's check will be submitted to the National Recreation Reservation System weekly. All fees will be collected and accounted for daily.
- e. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.
- f. Contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- g. Contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc. Gate house shall be kept clean at all times.
- h. Contractor will water and weed flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings, mulch and water hoses will be furnished by the Government.
- i. Bollard posting must be done seven days prior to a reservation. Day-use (boat launch and/or day-use) envelopes will be filled routinely. Bulletin boards must be updated as directed.
- 3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES LAKE TEXOMA, OK – JOHNSON CREEK PSA

Descr	<u>iption</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE	TITEMS:		·		
	2017- 2018 Contract Period	93	DAYS	\$	\$
<u>Optio</u>					
1001	2019 - 2018 Contract Period	92	DAYS	\$	\$
Optio	n 2:				
	2019 - 2020 Contract Period	91	DAYS	\$	\$
		ТОТ	CAL (CLI	Ns 0001 thru 2001)	\$
Cont	ractor Name (printed)		Signatu	re	

LAKE TEXOMA, TX JUNIPER POINT PSA – 5 DAY GATE ATTENDANT SERVICES

POC for this location is Sarah Noel, 903-465-4990, ext. 7807.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 May COB on the Friday following the Labor Day holiday weekend.
 - a. The contractor will work 5 days per week (Friday Tuesday).
- b. For the period 1 May 31 July, hours are:
 Wednesday Sunday
 12 Noon 10 P.M.
 Holiday hours
 12 Noon 12 Midnight
- c. For the period 1 August COB on the Friday following the Labor Day holiday weekend, hours are:

Wednesday - Sunday 2 P.M. - 10 P.M.

Holiday hours 12 Noon – 12 Midnight

- d. Contractor is required to work on holidays. Holiday work days usually occur during the Friday Sunday weekend of the holiday, but may vary in some instances as directed by the Lake Manager. Holiday work days will not exceed 6 days. Contractor will occupy the gate house and lock the entrance gate at 12 midnight on assigned holiday work days.
- 2. Juniper Point PSA has 47 camp sites, 2 boat ramps, hiking trail and a pavilion. Juniper Point PSA is located on US Hwy 377, on the south end of Willis Bridge approximately 3 miles north of Gordonville, Texas.
- a. A camping pad is provided and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access. The contractor can arrive no earlier than one (1) week prior to the beginning of the Period of Performance and must vacate the premises within one (1) week of the end of the Period of Performance. All personal property will be taken with contractor at the end of contract period.
- b. Contractor is required to be present in the gate house at all times during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during their daily shift. This contract requires two (2) individuals be on site to fulfill the duties specified in this contract during duty hours. Both individuals must be capable of performing all duties including operating the National Recreation Reservation Service software. Both individuals will

remain on site unless approved by the Contracting Officer Representative. Contractor will be responsible to the ranger on duty.

- c. Contractor will unlock the entrance gate at 6 A.M. and lock the gate at 10 P.M. each work day, with holiday and non-work day exceptions.
- d. Contractor will collect and submit camping fees, day-use fees, and other fees indicated by the Lake Manager. Copies of paperwork related to fee collection must be turned in weekly to the Lake Office. Contractor is required to acquire a cashier's check for all fees collected each week. Paperwork and cashier's check will be submitted to the National Recreation Reservation System weekly. All fees will be collected and accounted for daily.
- e. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.
- f. Contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- g. Contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc. Gate house shall be kept clean at all times.
- h. Contractor will water and weed flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings, mulch and water hoses will be furnished by the Government.
- i. Bollard posting must be done seven days prior to a reservation. Day-use (boat launch and/or day-use) envelopes will be filled routinely. Bulletin boards must be updated as directed.
- 3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES LAKE TEXOMA, TX – JUNIPER POINT PSA

<u>Description</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017- 2018 Contract Period	93	DAYS	\$	\$
Option 1: 1001 2019 - 2018 Contract Period	92	DAYS	\$	\$
Option 2: 2001 2019 - 2020 Contract Period	91	DAYS	\$	\$
	TOTAL (CLINs 000	1 thru 2001)	\$
Contractor Name (printed)		Signatur	re	

LAKE TEXOMA, OK LAKESIDE PSA – 5 DAY GATE ATTENDANT SERVICES

POC for this location is Sarah Noel, 903-465-4990, ext. 7807.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 May COB on the Friday following the Labor Day holiday weekend.
 - a. The contractor will work 5 days per week (Wednesday Sunday).

b. For the period 1 May – 31 July, hours are:
Wednesday - Sunday
12 Noon – 10 P.M.
Holiday hours
12 Noon - 12 Midnight

c. For the period 1 August – COB on the Friday following the Labor Day holiday weekend, hours are:

Wednesday - Sunday 2 P.M. - 10 P.M.

Holiday hours 12 Noon – 12 Midnight

- d. Contractor is required to work on holidays. Holiday work days usually occur during the Friday Sunday weekend of the holiday, but may vary in some instances as directed by the Lake Manager. Holiday work days will not exceed 6 days. Contractor will occupy the gate house and lock the entrance gate at 12 midnight on assigned holiday work days.
- 2. Lakeside PSA has 137 camp sites, 2 boat ramps, and a pavilion. Lakeside PSA is located approximately 4 miles south of US Hwy 70 in Mead, OK. The address is 3991 Streetman Rd. Mead, OK 73449.
- a. A camping pad is provided and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access. The contractor can arrive no earlier than one (1) week prior to the beginning of the Period of Performance and must vacate the premises within one (1) week of the end of the Period of Performance. All personal property will be taken with contractor at the end of contract period.
- b. Contractor is required to be present in the gate house at all times during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during their daily shift. This contract requires two (2) individuals be on site to fulfill the duties specified in this contract during duty hours. Both individuals must be capable of performing all duties including operating the National Recreation Reservation Service software. Both individuals will

remain on site unless approved by the Contracting Officer Representative. Contractor will be responsible to the ranger on duty.

- c. Contractor will unlock the entrance gate at 6 A.M. and lock the gate at 10 P.M. each work day, with holiday and non-work day exceptions.
- d. Contractor will collect and submit camping fees, day-use fees, and other fees indicated by the Lake Manager. Copies of paperwork related to fee collection must be turned in weekly to the Lake Office. Contractor is required to acquire a cashier's check for all fees collected each week. Paperwork and cashier's check will be submitted to the National Recreation Reservation System weekly. All fees will be collected and accounted for daily.
- e. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.
- f. Contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- g. Contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc. Gate house shall be kept clean at all times.
- h. Contractor will water and weed flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings, mulch and water hoses will be furnished by the Government.
- i. Bollard posting must be done seven days prior to a reservation. Day-use (boat launch and/or day-use) envelopes will be filled routinely. Bulletin boards must be updated as directed.
- 3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES LAKE TEXOMA, TX – LAKESIDE PSA

	<u>iption</u> E ITEMS:	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
	2017- 2018 Contract Period	93	DAYS	\$	\$
Optio 1001	<u>n 1:</u> 2019 - 2018 Contract Period	93	DAYS	\$	\$
Optio 2001		93	DAYS	\$	\$
		TOTAL (CLINs 000	1 thru 2001)	\$
Cont	ractor Name (printed)		Signatur	re	

LAKE TEXOMA, OK PRESTON REC PSA – 5 DAY GATE ATTENDANT SERVICES

POC for this location is Sarah Noel, 903-465-4990, ext. 7807.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of performance is 1 May COB on the Friday following the Labor Day holiday weekend.
 - a. The contractor will work 5 days per week (Thursday Monday).

b. For the period 1 May – 31 July, hours are:
Wednesday - Sunday
12 Noon – 10 P.M.
Holiday hours
12 Noon - 12 Midnight

c. For the period 1 August – COB on the Friday following the Labor Day holiday weekend, hours are:

Wednesday - Sunday 2 P.M. - 10 P.M.

Holiday hours 12 Noon – 12 Midnight

- d. Contractor is required to work on holidays. Holiday work days usually occur during the Friday Sunday weekend of the holiday, but may vary in some instances as directed by the Lake Manager. Holiday work days will not exceed 6 days. Contractor will occupy the gate house and lock the entrance gate at 12 midnight on assigned holiday work days.
- 2. Preston Bend PSA has 36 camp sites, boat ramp, and 2 pavilions. Preston Bend PSA is located on Preston Bend Rd approximately 9 mile north of Pottsboro, Texas. The address is 129 Preston Bend Park Rd. Pottsboro, TX 75076.
- a. A camping pad is provided and the contractor is required to remain onsite overnight during scheduled duty for security and emergency access. The contractor can arrive no earlier than one (1) week prior to the beginning of the Period of Performance and must vacate the premises within one (1) week of the end of the Period of Performance. All personal property will be taken with contractor at the end of contract period.
- b. Contractor is required to be present in the gate house at all times during the specified work schedule. The contractor will make a minimum of 3 patrols throughout the park during their daily shift. This contract requires two (2) individuals be on site to fulfill the duties specified in this contract during duty hours. Both individuals must be capable of performing all duties including operating the National Recreation Reservation Service software. Both individuals will

remain on site unless approved by the Contracting Officer Representative. Contractor will be responsible to the ranger on duty.

- c. Contractor will unlock the entrance gate at 6 A.M. and lock the gate at 10 P.M. each work day, with holiday and non-work day exceptions.
- d. Contractor will collect and submit camping fees, day-use fees, and other fees indicated by the Lake Manager. Copies of paperwork related to fee collection must be turned in weekly to the Lake Office. Contractor is required to acquire a cashier's check for all fees collected each week. Paperwork and cashier's check will be submitted to the National Recreation Reservation System weekly. All fees will be collected and accounted for daily.
- e. Public interaction and assistance with respect to questions, reading materials, and directions will be required. Reserve America and ranger assistance will be available.
- f. Contractor may be required to attend two gate attendant meetings during the work period, as scheduled by the Lake Manager or representative. These meetings are mandatory regardless of work schedule.
- g. Contractor will furnish all office and cleaning supplies for gate house. These will include but are not limited to the following: stapler, staples, ink pens, dry erase marker/wax pencil, tape dispenser, tape, paper towels, mop, broom, all-purpose cleaner(s) and small trash bags, etc. Gate house shall be kept clean at all times.
- h. Contractor will water and weed flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings, mulch and water hoses will be furnished by the Government.
- i. Bollard posting must be done seven days prior to a reservation. Day-use (boat launch and/or day-use) envelopes will be filled routinely. Bulletin boards must be updated as directed.
- 3. Security bond is \$5,000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES LAKE TEXOMA, TX – PRESTON REC PSA

Description Description	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017- 2018 Contract Period	93	DAYS	\$	\$
Option 1: 1001 2019 - 2018 Contract Period	92	DAYS	\$	\$
Option 2: 2001 2019 - 2020 Contract Period	91	DAYS	\$	\$
	TOTAL (CLINs 000	1 thru 2001)	\$
Contractor Name (printed)		Signatur	e	

LAKE TEXOMA, OK EAST BURNS RUN DAY USE PSA GATE ATTENDANT SERVICES

POC for this location is Sarah Noel, 903-465-4990, ext. 7807.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

1. Period of performance is The Friday before Memorial Day weekend through Labor Day.

Shift: East Burns Run Day Use, Lake Texoma:

- a. Start work date is the Friday before Memorial Day weekend and ends on Labor Day.
- b. Work is 3 days per week (Friday Sunday).
- c. Work hours are: 10 A.M. 7 P.M.
- d. Holiday work is required. Holiday work days usually occur during the Friday Sunday weekend of the holiday, but may vary in some instances as scheduled by the COR. Holiday work days will not exceed Three additional Days, which will be required of the contractor (Memorial Day, 4th of July, and Labor Day).
- 2. East Burns Run Day-Use Area has a swim beach, picnic area, children's playground, and two pavilions. Location: Located off of Highway 75 and Highway 91, and northwest of the Denison Dam in Cartwright, OK. The address is 525 East Burns Run Road, Cartwright, OK 74731.
- 3. The contractor will be required to:
 - a. To collect day use fees determined by the correct cost.
- b. Public interaction and assistance with respect to questions, reading materials and directions will be required. Ranger assistance will be available.
- c. The contractor will be required to attend a one day orientation training at the project office and may be required to attend one more mandatory meeting. The meeting dates will be set by the contract point of contact.

PRICING SCHEDULE GATE ATTENDANT SERVICES LAKE TEXOMA, TX – EAST BURNS RUN DAY USE PSA

<u>Description</u>	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
BASE ITEMS: 0001 2017- 2018 Contract Period	48	DAYS	\$	\$
Option 1: 1001 2019 - 2018 Contract Period	48	DAYS	\$	\$
Option 2: 2001 2019 - 2020 Contract Period	48	DAYS	\$	\$
	TOTAL (CLINs 000	1 thru 2001)	\$
Contractor Name (printed)		Signatur	e	

LAKE TEXOMA, OK WEST BURNS RUN DAY USE PSA GATE ATTENDANT SERVICES

POC for this location is Sarah Noel, 903-465-4990, ext. 7807.

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

1. Period of performance is The Friday before Memorial Day weekend through Labor Day.

Shift: East Burns Run Day Use, Lake Texoma:

- e. Start work date is the Friday before Memorial Day weekend and ends on Labor Day.
- f. Work is 3 days per week (Friday Sunday).
- g. Work hours are: 10 A.M. 7 P.M.
- h. Holiday work is required. Holiday work days usually occur during the Friday Sunday weekend of the holiday, but may vary in some instances as scheduled by the COR. Holiday work days will not exceed Three additional Days, which will be required of the contractor (Memorial Day, 4th of July, and Labor Day).
- 2. West Burns Run Day-Use Area has a swim beach, picnic area, children's playground, and pavilions. Location: located off of Highway 75 and Highway 91, and northwest of the Denison Dam in Cartwright, OK. The address is 825 West Burns Run Rd. Cartwright, OK.
 - 3. The contractor will be required to:
 - d. To collect day use fees determined by the correct cost.
- e. Public interaction and assistance with respect to questions, reading materials and directions will be required. Ranger assistance will be available.
- **f.** The contractor will be required to attend a one day orientation training at the project office and may be required to attend one more mandatory meeting. The meeting dates will be set by the contract point of contact.

PRICING SCHEDULE GATE ATTENDANT SERVICES LAKE TEXOMA, TX – WEST BURNS RUN DAY USE PSA

<u>Descr</u>		Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
	2017- 2018 Contract Period	48	DAYS	\$	\$
Optio 1001	<u>n 1:</u> 2019 - 2018 Contract Period	48	DAYS	\$	\$
Optio 2001	<u>n 2:</u> 2019 - 2020 Contract Period	48	DAYS	\$	\$
		TOTAL (CLINs 000	1 thru 2001)	\$
Cont	ractor Name (printed)		Signatur	re	

WAURIKA LAKE CHISHOLM TRAIL - SHIFT B GATE ATTENDANT SERVICES

POC for this location is Tim Adkins, 580-963-2111

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location.

- 1. Period of Performance is 1 May through 30 September.
 - a. Start work date is 4 May 2017.
 - b. Work 3 days on/3 days off throughout the performance period.
 - c. Regular work hours are: 10 a.m. 10 p.m.
 - d. Holiday weekends (If scheduled workday falls on Fri-Mon)

8 a.m. - 10 p.m. (July 4th Holiday work hours will be directed depending on day of week)

- 2. PSA has 95 campsites.
- a. Perform specific duties necessary to implement the reservation program and submit paperwork and fees collected to NRRS. Fees will be submitted by cashier's check.
- b. Copies of paperwork related to fee collection must be turned in weekly to the recreation fee cashier at the Lake Office.
- c. Put lifejackets on the loaner board at the swim beach at the beginning of each shift and bring them back to the gate house at 8:00 pm. (lifejackets will be provided by the government).
- d. Patrol park a minimum of 2 times during each shift. Additional patrols may be required to insure all fees have been collected; reservation markers have not been changed by visitors; and general security.
- e. Gate house shall be kept clean at all times. Cleaning supplies will be furnished by the project office.
- f. Weed and water flower beds at the gate house as needed. Contractor will supply all hand tools required for flower bed maintenance. Plantings will be furnished by the Government.

- g. Open park gates at 6:00 am and close gates at 10 pm on working days.
- 3. Security bond will be \$1,000 (as stated in "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES WAURIKA LAKE CHISHOLM TRAIL - SHIFT B

Descr	iption	Quantity	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
RASE	ITEMS:				
0001		75	DAYS	\$	\$
Optio 1001		75	DAYS	\$	\$
1001	2018-2019 Contract Period	13	DAIS	Φ	Φ
Option	n 2:				
	2019-2020 Contract Period	75	DAYS	\$	\$
		TOTAL (CLI	Ns 0001 tl	nrough 2001)	\$
Cont	ractor Name (printed)		Signatu	re	

WEBBERS FALLS, OK SPANIARD CREEK PSA GATE ATTENDANT SERVICES

POC for this location is Ken Weiner Chief Park Ranger, 918-487-5252

In addition to the requirements stated in the GENERAL SCOPE OF WORK, the following work will be performed at this location:

- 1. Period of performance is 1 April 30 September.
 - a. Start work date is the first scheduled work day on or after 1 April.
- b. Work 5 days per week (Wednesday Sunday), throughout the work period. This will include all weekends and the holidays Memorial Day and Labor Day.
 - c. Regular work hours are 2 p.m. 10 p.m. each day.
- 2. Spaniard Creek PSA has 35 camp sites.
- a. Remain onsite overnight during scheduled work days to provide for security and emergency access.
 - b. Be present in the park at all times during regular work hours.
- c. Have a cell phone or regular phone service for communications with the Tenkiller Lake Office. Anticipated phone usage is 20 minutes each work day.
- d. Open park gates at 6 a.m., close gates at 10 p.m. each work day, and open gates at night for emergency entrance.
 - e. Patrol the park a minimum of 3 times each work day.
- f. Remit fees and provide necessary paper work to the Lake office on Wednesday of each week. In the event Wednesday is a Holiday such as Fourth of July, fees will be remitted to the Lake office on Thursday the following day.
- g. During peak growing season, additional mowing may be desired by you (the contractor), if so, you must provide the necessary mower/weed eater and fuel to operate them.
- h. In the event of temporary park closure due to flooding, storm damage, or other events the Contractor will remain in the PSA during their shift unless approved by the Lake Office Gate Attendant Coordinator/COR.

3. Security bond is \$5000 (see "General Requirements").

PRICING SCHEDULE GATE ATTENDANT SERVICES WEBBERS FALLS, OK SPANIARD CREEK PSA RFQ #W912BV-17-Q-0006

				Unit	Total
Descr	<u>iption</u>	Quantity	<u>Unit</u>	<u>Price</u>	Amount
BASE	ITEMS:				
0001	Gate Attendant Services	131	DAYS	\$	\$
	2016 - 2017 Contract Period				
Option	<u>n 1:</u>				
1001	Gate Attendant Services	131	DAYS	\$	\$
	2017 – 2018 Contract Period				
Option	<u>n 2:</u>				
2001	Gate Attendant Services	131	DAYS	\$	\$
	2019 – 2020 Contract Period				
		TOTAL (CLINs 0001	l thru 2001)	\$
Cont	ractor Name (printed)		Signature	е	

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

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

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

- (a) Definitions. As used in this clause-
- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.
- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when-
- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;
- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

INVOICES AND CONTRACT PAYMENTS

a. INVOICES:

Invoices for payment shall be submitted upon completion of tasks as outlined in the negotiated Payment Schedule of this contract. Invoices shall be submitted to:

Original invoice only WITHOUT additional information or supporting documentation:

USAED, FINANCE CENTER ATTN: CEFC-AO-P 5270 Integrity Drive Millington, TN 38054-5005

One copy each of invoice WITH all required information including any necessary supporting documentation:

U.S. Army Corps of Engineers Attn: **Contract Specialist's Name** 1645 South 101 E. Ave., CECT-SWT-E Tulsa, OK 74128-4609

U.S. Army Corps of Engineers Attn: **Project Manager's Name** 1645 South 101 E. Ave., CESWT-**-* Tulsa, OK 74128-4609

b. CONTRACT PAYMENTS

The Government shall pay the Contractor upon submission of proper invoices for services delivered and accepted for the portion of the work actually performed under the contract. Payment shall be made as indicated in the contract's Payment Schedule, not on percentage of completion. Deliverables as defined in the Payment Schedule of the contract must be accepted by the Government before payment will be made.

(End of special contract requirement)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

ANTITERRORISM/OPERATIONS SECURITY REQUIREMENTS, Jun 2015

The Contractor shall comply with the following requirements marked with an "X".

- 1. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: http://jko.jten.mil/courses/atl1/launch.html; or it can be provided by the RA ATO in presentation form which will be documented via memorandum."
- 2. Access and General Protection/Security Policy and Procedures. This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes."
 - **2a.** For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05 and Homeland Security Presidential Directive-12 (HSPD-12). Proposed language: "The contractor and all sub-contractors employees will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an interim CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management."
- 2b. For contractors who do not require CAC, but require access to a DoD facility or installation.

 Proposed language: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local

security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

- **3.** AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language text required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13 (Antiterrorism). Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact. Proposed language: "All US based contractor employees and associated sub-contractor employees traveling overseas will receive the government provided AOR specific AT awareness training. The documentation of training completion must be provided to the COR prior to departure."
- A. Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something). This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the
 - **5. Contractor Employees Who Require Access to Government Information Systems**. This standard language text is for contractor employees with access to government info system. Proposed language: "All contractor employees with access to a government info system must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services, and must successfully complete the DOD information Assurance Awareness prior to access to the information systems and then annually thereafter in accordance with personnel security standards listed in AR 25-2 (Information Assurance), an appropriate background investigation will be conducted prior to accessing the government information systems."
 - **6. For Contracts that Require an OPSEC Standing Operating Procedure/Plan.** This standard language text is for contractor employees with an area of performance for classified contracts or if the contract employee has access or responsibility to protect critical information. The Contractor, in collaboration with RA OPSEC Officer, shall develop an OPSEC Standard Operating Procedure (SOP)/Plan within 90 calendar days of contract award per AR 530-1 (Operations Security). Proposed language: "The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan must be reviewed and approved by the RA OPSEC Officer. The SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator."
- 7. For Contracts that Require OPSEC Training. Per AR 530-1, (Operations Security) contractor employees must complete Level I OPSEC Training within 30 calendar days of contract award. Proposed language: "All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. OPSEC awareness training is

available at the following websites: https://www.iad.gov/ioss/ or http://www.cdse.edu/catalog/operations-security.html; or it can be provided by the RA OPSEC Officer in presentation form which will be documented via memorandum."

- **8. For Information assurance (IA)/information technology (IT) training.** This standard language text is for contract employees who need network access and/or working IA/IT functions. Proposed language: "All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment."
- **9. For information assurance (IA)/information technology (IT) certification.** Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award. Proposed language: "All contractor employees supporting IA/IT functions shall be appropriately certified upon contract IAW DoD 8570.01-M, DFARS 252.239-7001 and AR 25-2. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award."
- 10. For Contractors Authorized to Accompany the Force. DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. Proposed language: "All contractor employees shall ensure the following AT/OPSEC requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces outside the United States; to include compliance with laws, regulations, pre-deployment requirements, and required training in accordance with combatant command guidance."
- **11.** For Contracts Requiring Performance or Delivery in a Foreign Country. DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. Proposed language: "All non-local contracting personnel will comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives."
- **12.** For Contracts That Require Handling or Access to Classified Information. This clause involves access to classified information, i.e. "Confidential," "Secret," or "Top Secret". Proposed language: "Contractor shall comply with AR 380-67 (Personnel Security Program) and Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors) as well as FAR 52.204-2,

Security Requirements. Additionally, Contractors must comply with - (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor. For classified contracts, the DD Form 254 will be attached with the contract."

13. Will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas. The contractor will coordinate with the COR and/or the facility security office for access when required. (Use when security clearances are not required, i.e. facility repair or construction). Proposed language: "All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or

sensitive or restricted areas."

- 14. (FOR CLASSIFIED CONTRACTS ONLY) Contractor Company to obtain a Facility Clearance and individual clearances at the appropriate level. Proposed language: "The Prime Contractor Company must have a Facility Clearance (FCL) at the appropriate level (IAW the NISPOM DOD 5220.22-M and AR 380-49) prior to the start of the contract awarded period of performance. Contractor personnel performing work under this contract must have the required security clearance, per AR 380-67, at the appropriate level at the start of the period of performance. Security Clearances and FCL requirements are required to be maintained for the life of the contract IAW the DD Form 254 attached to the contract. If no FCL, the supporting Government Contracting Activity will sponsor the prime contract company in obtaining the FCL."
- 15. Pre-screen candidates using E-Verify Program. Proposed language: "The Contractor must prescreen Candidates using the E-verify Program (http://www.uscis.gov/e-verify) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award." *When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.
 - **16. For contract requiring armed security guards.** This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. The Physical Security Officer must or will review the PWS/SOW with the Contracting Officer (KO) for accuracy and completeness of AR 190-11 requirements. Proposed language: "All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility policies and procedures on storing weapons and ammunition IAW AR 190-11 (provided by government representative)."
 - 17. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b. Proposed language: "All new contractor employees will complete annual Threat Awareness and Reporting Program (TARP) Training provided by a Counterintelligence Agent, IAW AR 381-12. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee(s) or a memorandum for the record, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. Authorized webbased TARP training for CAC card holders is available at the following website: https://www.us.army.mil/suite/page/655474

(END)

Section I - Contract Clauses

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52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
- (a) Definitions. As used in this clause--

Postconsumer fiber means—

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.
- (b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

- (a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause-
- (1) Means any item of supply (including construction material) that is-
- (i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
- (b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.
- (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:
- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
- (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--
- (1) Exceeds \$35,000 in value; and
- (2) Is not a subcontract for commercially available off-theshelf items.

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

- (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 41 U.S.C. chapter 71, Contract Disputes", 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—System for Award Management, or 52.232-34, Payment by Electronic

Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.
- 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) 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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations 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) System for Award Management (SAM). (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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through https://www.acquisition.gov.
- (u) Unauthorized Obligations.
- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree" click box or other comparable mechanism (e.g., ``click-wrap" or ``browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-00019) (SEPT 2016)

- (a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

- (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi)

- ___ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

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

(a) The Schedule (excluding the specifications).

- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days of contract expiration.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within one (1) day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) 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 three (3) years.

(End of clause)

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

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently

owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

- (b) Applicability. This clause applies only to--
- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
- (c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.
- (d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

- (3) For long-term contracts--
- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code	 assigned to
contract number	

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-3 CONVICT LABOR (JUN 2003)

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons--
- (1) On parole or probation to work at paid employment during the term of their sentence;
- (2) Who have been pardoned or who have served their terms; or

- (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--
- (i) The worker is paid or is in an approved work training program on a voluntary basis;
- (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services:
- (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

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

Coercion means--

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

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

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

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

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

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

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

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

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

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

Severe forms of trafficking in persons means--

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

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

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

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

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

- (b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--
- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;

- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
- (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
- (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- (c) Contractor requirements. The Contractor shall--
- (1) Notify its employees and agents of--

- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--
- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.
- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.
- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) Full cooperation. (1) The Contractor shall, at a minimum--
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- (iii) Restrict the Contractor from--
- (A) Conducting an internal investigation; or
- (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that-
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at <a href="https://example.com/hetline/h
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
- (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
- (ii) After having conducted due diligence, either--
- (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
- (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

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52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

- (a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--
- (1) The product cannot be acquired--
- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.
- (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

- (b) Information about this requirement and these products is available at http://www.biopreferredgov.
- (c) In the performance of this contract, the Contractor shall--
- (1) Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
- (2) Submit this report no later than--
- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

CLAUSES INCORPORATED BY FULL TEXT

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

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

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

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

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

(End of clause)

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52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.
- (b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

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

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

Driving-

- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

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

- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.
- (c) The Contractor is encouraged to--
- (1) Adopt and enforce policies that ban text messaging while driving--
- (i) Company-owned or -rented vehicles or Government-owned vehicles; or
- (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct initiatives in a manner commensurate with the size of the business, such as-
- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

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52.223-19 Compliance With Environmental Management Systems (May 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

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52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

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52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price

therefore have been authorized in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

- (a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
- (1) Any such clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree" click box or other comparable mechanism (e.g., ``click-wrap" or ``browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

CLAUSES INCORPORATED BY FULL TEXT

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)

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN (SEP 2008)

- (a) This clause applies to service contracts that involve business operations conducted in U.S. coin and currency, including vending machines, on any premises owned by the United States or under the control of any agency or instrumentality of the United States. All such business operations must be compliant with the requirements in paragraphs (b) and (c) of this clause on and after January 1, 2008.
- (b) All business operations conducted under this contract that involve coins or currency, including vending machines, shall be fully capable of--
- (1) Accepting \$1 coins in connection with such operations; and
- (2) Dispensing \$1 coins in connection with such operations, unless the vending machine does not receive currency denominations greater than \$1.

(c) The Contractor shall ensure that signs and notices are displayed denoting the capability of accepting and dispensing \$1 coins with business operations on all premises where coins or currency are accepted or dispensed, including on each vending machine.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

https://www.acquisition.gov/

(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 Defense Federal Acquisition Regulation (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

- (a) Definition. Covered DoD official, as used in this clause, means an individual that-
- (1) Leaves or left DoD service on or after January 28, 2008; and

- (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--
- (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
- (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
- (C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or
- (ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.
- (b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.
- (c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

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

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

(End of clause)

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

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

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

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

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

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

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

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active."
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—

- (i) Via the internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of Provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

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

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

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

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

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

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

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

Covered defense information means unclassified information that--

- (i) Is--
- (A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and
- (ii) Falls in any of the following categories:
- (A) Controlled technical information.
- (B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).
- (C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.
- (D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

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

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

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

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

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

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

- (b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--
- (1) Implement information systems security protections on all covered contractor information systems including, at a minimum--
- (i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--
- (A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and
- (B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or
- (ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause-
- (A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," http://dx.doi.org/10.6028/NIST.SP.800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or
- (B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

- (2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.
- (c) Cyber incident reporting requirement.
- (1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--
- (i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and
- (ii) Rapidly report cyber incidents to DoD at http://dibnet.dod.mil.
- (2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at http://dibnet.dod.mil.
- (3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/index.aspx.
- (d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.
- (e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.
- (f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.
- (g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.
- (h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

- (i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--
- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (``recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) Subcontracts. The Contractor shall--
- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at http://dibnet.dod.mil and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

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

- (b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--
- (1) The total dollar amount of the levy;
- (2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and
- (3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.
- (c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--
- (1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and
- (2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or
- (ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.
- (d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act. (End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.
- (c) Nothing in this clause requires the disclosure of classified information.
- (d)(1) Executive compensation of the prime contractor. As a part of its annual registration

requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

- (i) In the Contractor's preceding fiscal year, the Contractor received—
- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).
- (2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.

- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.
- (f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
- (g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.
- (h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

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

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

"successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

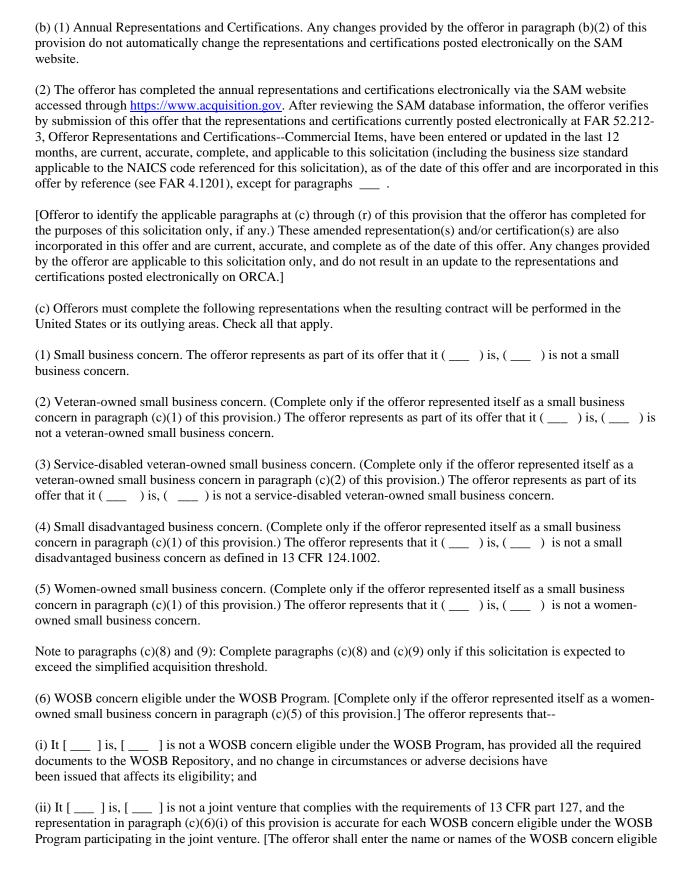
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are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

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

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

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

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



under the WOSB Program and other small businesses that are participating in the joint venture:] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that
(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.
(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
<u> </u>
(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that
(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concern participating in the HUBZone joint venture:] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
(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
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."
- (2) Foreign End Products:

Line Item No.	Country of Origin

(List as necessary)

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," ``commercially available off-the-shelf (COTS) item," ``component," ``domestic end product," ``foreign end product," ``Free Trade Agreement country,"

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

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

Line Item No.	Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American 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 -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

- (3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (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-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

- (4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled `Buy American --Free Trade Agreements--Israeli Trade Act":

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

Line Item	Country of
No.	Origin

[List as necessary]

- (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled `Trade Agreements".
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract valexpected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals	
(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligit the award of contracts by any Federal agency;	ble for
(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtain attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,	ning,

bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
(i) Taxes are considered delinquent if both of the following criteria apply:
(A) <i>The tax liability is finally determined</i> . The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(B) <i>The taxpayer is delinquent in making payment</i> . A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) Examples.
(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appear rights.
(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
(1) Listed end products.

Listed End Product	Listed Countriesof Origin			
_	_			
_	_			
_	_			
	ng Officer has identified end products and countries of on the nust certify to either $(i)(2)(i)$ or $(i)(2)(ii)$ by checking the			
	apply any end product listed in paragraph (i)(1) of this precorresponding country as listed for that product.	rovision that was mined,		
[] (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) <i>Place of manufacture</i> . (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—				
(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or				
(2) () Outside the United Sta	ites.			
manufactured end products.) For st	t apply unless the solicitation is predominantly for the actatistical purposes only, the offeror shall indicate whethe expects to provide in response to this solicitation is pred	er the place of		
(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 Sta	ites.			
	ons from the application of the Service Contract Labor S with respect to the contract also constitutes its certificatiout 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 <u>22.1003-4</u> (c)(1). The offeror () does () does not certify that—
(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR <u>22.1003-4(c)(2)(ii)</u>) 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 $\underline{22.1003-4}(d)(1)$. 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 <u>22.1003-4(d)(2)(iii))</u> ;
(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 contraction is the same as that used for these employees and equivalent employees servicing commercial customers.
(3) If paragraph (k)(1) or (k)(2) of this clause applies—
(i) If the offeror does not certify to the conditions in paragraph $(k)(1)$ or $(k)(2)$ and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph $(k)(1)$ or $(k)(2)$ of this clause or to contact the Contracting Officer as required in paragraph $(k)(3)(i)$ of this clause.
(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).				
() TIN:				
) TIN has been applied for.				
) TIN is not required because:				
() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;				
() Offeror is an agency or instrumentality of a foreign government;				
() Offeror is an agency or instrumentality of the Federal Government.				
(4) Type of organization.				
() Sole proprietorship;				
() Partnership;				
() Corporate entity (not tax-exempt);				
() Corporate entity (tax-exempt);				
() Government entity (Federal, State, or local);				
() Foreign government;				
() International organization per 26 CFR 1.6049-4;				
() Other				
(5) Common parent.				
Offeror is not owned or controlled by a common parent;				
() Name and TIN of common parent:				
Name TIN				

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—					
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.					
(2) Representation. By submission of its offer, the offeror represents that					
(i) It is not an inverted domestic corporation; and					
(ii) It is not a subsidiary of an inverted domestic corporation.					
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.					
(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov .					
(2) Representation. The Offeror represents that					
(i) It [] is, [] is not an inverted domestic corporation; and					
(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.					
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—					
(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and					
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.					
(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.					
(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.					
(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:					
Immediate owner CAGE code:					
Immediate owner legal name:					
(Do not use a "doing business as" name)					
Is the immediate owner owned or controlled by another entity:					
[] Yes or [] No.					

(3) If the Offeror indicates "yes" in paragraph $(p)(2)$ of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest level owner CAGE code:
Highest level owner legal name:
(Do not use a "doing business as" name)
(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(2) The Offeror represents that
(i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.
(2) If the Offeror has indicated $intering in paragraph (r)(1)$ of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: (or mark ``Unknown").
Predecessor legal name:
(Do not use a ``doing business as" name).

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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)

52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of provision)

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

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

Person--

- (1) Means--
- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
- (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).
- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

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52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

Registered in the System for Award Management SAM database means that--

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record ``Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of clause)

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

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;

- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (https://assist.dla.mil/online/start/).
- (ii) Quick Search (http://quicksearch.dla.mil/).
- (iii) ASSISTdocs.com (http://assistdocs.com).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.
- (k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

(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://farsite.hill.af.mil/

https://www.acquisition.gov/

(End of provision)

Section M - Evaluation Factors for Award

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

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
- (i) Price evaluation: The government shall review acceptable offers by lowest price. Price reasonableness and affordability will also be evaluated.
- (ii) Past Performance: The Government will review all CPARS evaluations regardless of project and may contact points of contacts or evaluate any information provided to the Contract Specialist or Contracting Officer to include USACE District Past Performance files. Offerors must demonstrate the following minimum acceptability standards:
 - All past or current performance must have overall ratings of Satisfactory, Acceptable or above.
 - Any derogatory information may be grounds for an Unacceptable rating.
 - Offerors with no past performance information will receive an "Acceptable" rating for this factor.

Award will be made to the lowest-priced, responsible offeror, whose quote conforms to the requirement of the solicitation.

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

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)