

VENDOR INFORMATION SHEET

FY 23 Mass Solicitation / Stockton

W912DQ23Q1007

PA-02 Ruark Bluff East

OFFEROR'S NAME: _____

OFFEROR'S ADDRESS: _____

OFFEROR'S PHONE #: _____

OFFEROR'S EMAIL: _____

OFFEROR'S SAM UEI: _____

OFFEROR'S CAGE: _____

OFFEROR'S SIGNATURE: _____

BID SCHEDULE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Season	Year	
Base					

Ruark Bluff East Park Attendant Services – 2023 Base Period

FFP

The Government's payment for Ruark Bluff West Park Attendant services shall constitute full compensation to the Contractor for furnishing all labor, equipment, and materials; and performing all operations required to complete the work in conformity with Performance Work Statement (PWS) located in section C.

FOB: Destination

PSC CD: S201

NET AMT BASE Year Only _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Season	Year	
OPTION					

Ruark Bluff East Park Attendant Services – 2024 Option Period 1

FFP

The Government's payment for Ruark Bluff West Park Attendant services shall constitute full compensation to the Contractor for furnishing all labor, equipment, and materials; and performing all operations required to complete the work in conformity with Performance Work Statement (PWS) located in section C.

FOB: Destination

PSC CD: S201

NET AMT OPTION Year 1 Only _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Season	Year	
OPTION					

Ruark Bluff East Park Attendant Services – 2025 Option Period 2

FFP

The Government's payment for Ruark Bluff West Park Attendant services shall constitute full compensation to the Contractor for furnishing all labor, equipment, and materials; and performing all operations required to complete the work in conformity with Performance Work Statement (PWS) located in section C.

FOB: Destination

PSC CD: S201

NET AMT OPTION Year 2 Only _____

TOTAL AMOUNT ALL OPTIONS _____

RELATED EXPERIENCE FORM:

This form must be completed by all offerors in order to receive consideration for award. If additional space is needed, this form may be duplicated as necessary, no more than three submissions. Information describing the offeror's complete contracting background and experience shall be provided. **The contractor's information should only describe experience that directly pertains to the type of work set forth in this in Section C of this solicitation.** Include details of any training which would enable you to better perform the work outlined in the specifications. Reference information should include the names and current telephone numbers of all agencies/firms listed.

Experience

Contract Work/Type:	
Agency/Firm for Whom the Work Was Performed:	
Contact Person at the Site:	Telephone:
Month/Year Work Began:	Month/Year Work Ended:
Description of Duties/Work: (Please provide details)	

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)****1. Contractor Information**

Firm Name:

CAGE Code:

Address:

DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (*to include all modifications, if applicable*):

Explain Differences:

4. Project Description:Complexity of Work ☐ High ☐ Med ☐ RoutineHow is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)**CLIENT INFORMATION (Client to complete Blocks 5-8)****5. Client Information**

Name:

Title:

Phone Number:

Email Address:

6. Describe the client's role in the project:**7. Date Questionnaire was completed (mm/dd/yy):****8. Client's Signature:**

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

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

c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 27	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ23Q1007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SETH BALSTERS				b. TELEPHONE NUMBER (No Collect Calls) 816-3893566	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 27 Oct 2022							
9. ISSUED BY USACE, KANSAS CITY + FEDERAL BLDG, CT-C + 601 E 12TH ST RM 647 KANSAS CITY MO 64106-2896 TEL: 816-389-3812 FAX: 816-389-2029/2030		CODE W912DQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561720 SIZE STANDARD: \$19,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 27	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section A - Solicitation/Contract Form

SOLICITATION/CONTRACT FORM

This is a combined synopsis/solicitation for services prepared in accordance with the format in FAR Part 12.603 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation and quotes are being requested. A written solicitation will not be issued.

The solicitation number for this acquisition is **W912DQ23Q1007** and it is being issued as a **Request for Quotes (RFQ)**.

Offers are due on **the date and time listed in BOX8 of the SF 1449**. Offers shall be submitted in PDF format via e-mail to seth.b.balsters@usace.army.mil. All offers must be good for at least 60 days from offer due date.

The solicitation documents and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2022-06.

This synopsis/solicitation shall be set aside for small businesses and the associated **North American Industry Classification System (NAICS) code is 561720 – Janitorial Services**

Business size standard is **\$ 19.5 million**.

Product/Service Code: **S201 – Janitorial Services**

Description of Services Required: The U.S. Army Corps of Engineers Kansas City District has a need for Park Attendants and Park Custodian services to support Stockton Lake Project in the Operations Division of the Kansas City District during the visiting season each year. The contractors shall perform all services in accordance with the Performance Work Statement. The Contractor shall comply with all Federal, state, and local laws, ordinances, statutes and regulations pertaining to the provided services.

Place of Contract Performance: Stockton Lake, Stockton, Missouri.

Far 52.212-1, Instructions to Offerors- Commercial does apply to this acquisition with no addenda to the provision and is **located in Section L** of this combined synopsis/solicitation.

Far 52.212-2, Evaluation - Commercial Edited does apply to this acquisition with no addenda to the provision and is **located in Section M** of this combined synopsis/solicitation.

FAR 52.212-3, Offeror Representations and Certifications -- Commercial Items, does apply to this acquisition with no addenda to the provision, and is **located in Section K** of this combined synopsis/solicitation.

FAR 52.212-4, Contract Terms and Conditions - Commercial Items, does apply to this acquisition with no addenda to the provision. These specific clauses required are **located in Section I** of this combined synopsis/solicitation.

FAR 52.212-5, Contract Terms and Conditions - Required to Implement Statutes or Executive Orders- Commercial Items, applies to this acquisition. These specific clauses required are **located in Section I** of this combined synopsis/solicitation.

Additional contract requirement(s) or terms and conditions are **located in Section J** of this combined synopsis/solicitation.

In accordance with FAR 52.212-1(k) the prospective awardee shall be registered and active in <https://sam.gov/> for their System Award Management (SAM).

PLEASE NOTE: SAM.GOV procedures have been changed as of 8 November 2019. Interested vendors must go to SAM.gov to register in SAM and to review current notices or announcements.

Contractors may obtain information on registration and annual confirmation requirements via the Internet at <https://sam.gov/> or by calling (866) 606-8220.

The System for Award Management (SAM) is a Federal Government owned and operated free web site. If you are a small business needing assistance with registering or help with navigating through the website you may contact the Association for Procurement Technical Assistance Centers for help with actions such as SAM.gov registration.

If you have questions about Government procurements in general or need assistance in the preparation of your proposal, a local Procurement Technical Assistance Center (PTAC) may be able to help. The Procurement Technical Assistance Program was authorized by Congress in 1985 in an effort to expand the number of businesses capable of participating in the Government marketplace. To locate a PTAC near you, go to <http://www.aptac-us.org/sam-registration/>

(End)

Section C – Description and Specifications
PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT
RUARK BLUFF EAST PARK ATTENDANT
STOCKTON LAKE PROJECT OFFICE**

1. **General:** This is a non-personnel services contract to provide Park Attendant services for Ruark Bluff East Park, from 16 April through 1 October at the Stockton Lake Project. On Mondays and Tuesdays, the Contractor shall also perform all duties shown in Part 5 of this contract, for Ruark Bluff West Park. The reservation system will be set up so that the Contractor can perform fee duties from the fee booth at Ruark Bluff East so that they do not have to travel back and forth between booths. Tours of the park shall be performed in accordance with the same schedule of park tours performed at Ruark Bluff East. The Ruark Bluff West Attendant, will in turn, perform the relief duties for Ruark Bluff East on the Contractors days off. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

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

- 1.2. **Background:** Stockton Lake is a flood control reservoir located on the Sac River in southwest Missouri, tucked into the foothills of the scenic Ozark Mountain range. The lake spans three county boundaries: Cedar, Dade, and Polk. It is approximately 50 miles northwest of the metropolitan area of Springfield, Missouri, and approximately 130 miles south of Kansas City, MO. A map of Stockton Lake can be found on the Internet at: <http://www.nwk.usace.army.mil/st/>. Stockton Lake provides flood protection for downstream areas and is part of a network of Corps of Engineer Lakes that help control flooding in the Missouri and Mississippi River basins. Stockton Lake encompasses approximately 25,000 acres of surface water. Federal land surrounding Stockton Lake totals 36,047 acres, of which 16,572 acres are leased to the Missouri Department of Conservation (MDC) for management. Land management practices used by the Corps of Engineers and MDC are engineered to preserve their natural value, providing benefits to the nation in areas of flood damage reduction, recreation, fish and wildlife management, hydroelectric power, and water quality improvement. Eight parks around the lake are managed and maintained by the Corps of Engineers. These parks include roads, utility systems, campsites, beaches, boat ramps, picnic grounds, and playground areas. In addition to Corps-managed areas, the Corps also maintains active lease agreements with the Missouri Department of Natural Resources and private entities. The lessees provide a full range of marina services, restaurants, and camping to the public. Additional services contracted to the private sector include mowing, refuse collection, facility cleaning, and park attendant. The Corps manages the contracts and conducts inspections to ensure that the services are provided for visitors to the lake.

- 1.3. **Flood Control.** This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto being serviced by this purchase order. If inundation materially affects the scope of work, Contractors may be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to contract price can be negotiated and an adjustment made in accordance with the appropriate contract clause [Changes, FAR 52.212-4(c)]. Payment for services not performed because of conditions stated above shall be initially withheld until execution of an equitable adjustment is made by contract modification

Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and two (2) 12-month option years. Actual services shall be performed from 16 April through 1 October each year.

- 1.4. **General Information**

Section C – Description and Specifications

PERFORMANCE WORK STATEMENT

- 1.4.1. Quality Control:** The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is how he assures himself that his work complies with the requirement of the contract. The Contractor shall submit a copy of their quality control plan to the COR for approval prior to the start of work. See Attachment 6 Quality Control Plan Template/Example.
- 1.4.2. Quality Assurance:** The government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).
- 1.4.3. Security Requirements:** Contractor performing work under this contract must comply with the requirements of the Antiterrorism/Operations Security Requirements (AT/OPSEC). See Attachment 3 of this PWS.
- 1.4.3.1. Physical Security:** The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.
- 1.4.3.2. Key Control:** The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.
- 1.4.3.2.1.** In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.
- 1.4.3.2.2.** The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.
- 1.4.3.2.3. Lock Combinations:** The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

Section C – Description and Specifications

PERFORMANCE WORK STATEMENT

- 1.4.4. Required Insurance:** Contractors shall obtain and maintain insurance in accordance with the requirements of FAR 28.307-2 Liability. Reference paragraphs a, b, and c.
- 1.4.5. Bonding:** All Contractor must provide, at the Pre-Work meeting, a surety bond. Bonds must be in the form of firm commitments, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as a postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Bonds must be approved by the Corps of Engineers in the amount of \$5,000.00 before services may begin. Failure to provide the bond at this time may result in termination of the contract and award being made to another bidder. The surety bond may be obtained from the Contractor's local insurance agent. The U.S. Army Corps of Engineers, Kansas City District, shall be named as the recipient.
- 1.4.6. Post Award Conference/Periodic Progress Meetings:** The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer will apprise the Contractor of how the government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.
- 1.4.7. Pre-Season Orientation and Training:** Prior to beginning performance of this Contract, Contractors are responsible for ensuring that all Contractor employees and personnel are familiar with the requirements of this Contract and are properly trained in the use of reservation system, computer use, use of credit card machines for acceptance of fees and custodial requirements and duties. Failure of the Contractor to properly train employees and personnel, resulting in unsatisfactory performance of this Contract, will be grounds for termination of the Contract. To ensure that all potential Contractors have an adequate opportunity to compete for award, Contractors and their employees and personnel may attend training prior to the start of services. Such training is provided free of charge by the Government and Contractor attendance shall be free of charge to the Government. Normally this is accomplished over a two-day period during the five (5) days prior to start of services. Training may be provided either at the administrative compound or on location at the park booth. The Contracting Officer or his authorized representative will coordinate the training location and time. Training will address the use of computers and the associated program, the use of credit card machines for acceptance of fees, and other details related to the services to be provided.
- 1.4.8. Documents and Correspondence:** After award, all documents and related correspondence shall be routed to the Contracting Officer; or through the Contracting Officer's Representative (COR) at the Project Office to the Contracting Officer. Day to day contact and telephone communication with Government personnel shall normally provide adequate information exchange. The Government reserves the right to schedule meetings at the Project Office as necessary to ensure strict compliance with the terms of this contract. Such meetings shall be scheduled, to the extent possible, at mutually convenient times. However, upon notice, the Contractor shall attend meetings regarding matters affecting this contract, and the time spent in such meetings shall be at no additional charge to the Government.
- 1.4.9. Key Personnel:** The Contractor shall provide a contract manager who shall be responsible for the performance of the work. This person may be the Contractor themselves or someone that they choose to designate. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available

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between 0730 and 4:00, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

- 1.4.10. Contractor Conduct:** All individuals involved in operations shall not be under the influence of drugs or alcoholic beverages. The Contractor shall, always, be responsible for the conduct and discipline of his/her employees. Contractor personnel shall present a neat appearance and shall always conduct themselves in a proper manner during the performance of this contract. All individuals involved in services shall be dressed neatly and fully to include shoes, pants, shirt with sleeves that shall be closed or buttoned. Attendants will wear clothes that are suitable for meeting the public while performing fee duties. Clothes such as overalls, old work clothes, short-shorts or “cut-offs” shall not be worn while performing fee duties. Personal Protective Equipment shall fully comply with the current edition of EM-385-1-1 at the time of award. Since a significant portion of the work shall be performed in the presence of the public, the conduct of all employees is critical and shall be closely monitored.
- 1.4.11. Removal of Contractors Employees:** The Contracting Officer may require the Contractor to immediately remove from the work site any employee who endangers persons or property, or whose physical or mental condition would impair the employee's ability to satisfactorily perform the required work. Notification to the Contractor will be verbal and in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be in writing as soon as possible. No such removal, however, shall reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement shall be made as required. This requirement shall not be the basis of any claim for compensation or damages against the Government.
- 1.4.12. Title 36 Rules and Regulations:** Contractor and Contractor Personnel shall comply with Title 36 Rules and Regulations for the entire period of performance of this contract.
- 1.4.13. Safety Requirements:** All services shall be performed in accordance with applicable safety requirements set forth in Corps of Engineers Manual EM-385-1-1, “Safety and Health Requirements Manual” and supplements thereto. The EM-385-1-1 is hereby incorporated by reference, and the Contractor is required to perform this contract in accordance with the standards set forth therein. Any equipment or materials not in conformity with this manual shall be removed from Government property immediately. The Contractor shall be expected to take a vital interest in safety, hazard reporting, and to educate their employees to work and plan their work safely.
- 1.4.13.1. Man, Hours Reporting:** The Contractor shall report the number of hours worked on government property monthly during the period of performance of services under this contract. These hours shall be recorded on the Contractors monthly invoice and submitted to the Stockton Project Office.
- 1.4.14. Payment:** Payment will not be made for services not performed. Contractors shall provide the Project Office with an invoice at the end of each month, requesting payment for that month's services. Payment shall be made via Electronic Funds Transfer (EFT) into the Contractor's banking account on file as registered with SAM. In accordance with the Prompt Payment Act, payment will be made approximately 30 days after the last day of services received for the billing period, or 30 days from receipt of the invoice, whichever is later.
- 1.4.15. Final Payment:** Final payment will not be paid to the Contractor until all funds, permits, and Government property are reconciled, and facilities are inspected for cleanliness by Corps personnel. Any shortage of funds may be deducted from the Contractor's final payment. Proper handling of and accounting for funds is a condition of performance of this contract. The Contractor is responsible for user fee permits, collected monies, keys, property, and equipment issued by the Government. The Contractor shall be held liable for any loss, including any equipment issued by the Government that is lost or damaged due to negligence.

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- 1.4.16. Lost and Found:** All articles found by Contractor personnel (or if the public turns it in to the Contractor) whom a reasonably prudent person would assign monetary, personal, or other value (including possible contraband items) shall be turned in to the COR. The Contractor shall obtain receipts for articles turned in to the COR.
- 1.4.17. Other Contracts.** The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and Government employees. All work must be carefully planned and fitted so as not to interfere with such other work. The Contractor shall not commit or permit any act that will interfere with the performance of work by other Contractors or Government staff
- 1.4.18. Volunteers.** Volunteers may be utilized in the parks. Volunteers receive and follow instructions from a Government representative, not from Contractors. Contractors should not consider any volunteer as his/her employee. Volunteers may staff the fee booth outside of a Contractor's normal scheduled hours or may perform other duties as instructed by Government representative.
- 1.5. Environmental Controls**
- 1.5.1. Park Custodian List of Cleaning Products.** Contractors shall use standard commercial cleaning products generally available in the local marketplace and shall use those products only in accordance with their labeled instructions and uses.
- 1.5.2. Compliance with Laws and Regulations:** Contractors shall be knowledgeable of, and shall comply with, all applicable Federal, State, and Local laws, environmental requirements, and instructions. Contractors shall ensure policies and procedures are established that protect the health and safety of employees and the community to minimize or eliminate the risk of environmental pollution.
- 1.5.3. Hazardous Materials:** Contractors are responsible for advising his/her employees of all Environmental and Hazardous Materials Handling and is also required to provide to the COR the Material Safety Data Sheets (MSDS) for all materials used by the Contractor in accordance with Federal and State laws and/or regulations.
- 1.5.4. Notification of Environmental Spills:** If the Contractor or employee(s) of the Contractor spills or releases any substance into the environment, the Contractor shall immediately report the incident to the Stockton Lake Project Office. The Contractor shall be liable for containment and environmental cleanup of the spill or release of such substance.
- 1.6. Contractor Arrival.** If the Contractor opts to reside on-site, the Contractor shall move onto the designated site a minimum of five (5) but not more than seven (7) days prior to the start of services. Electrical services will be provided upon arrival if arrival takes place during normal business hours. Water and sewer services may be postponed upon arrival or discontinued near departure if cold weather conditions warrant. All costs for moving onto and from the site shall be borne by the Contractor. Contractors residing on-site shall do so including nights during the period of services and shall remove the trailer and all personal property from the site not later than seven (7) days after the end of the service period.
- 1.7. Campsite.** Contractors opting to reside onsite shall maintain the area where the trailer (RV unit) is always parked in a clean and sanitary condition. No dog pens, horse corrals, poultry cages, or similar facilities for pets or raising of animals will be allowed. Government-furnished storage buildings are to be used for storage of supplies only – not as pens or cages for pets. Contractor pets shall fall under the same restrictions of Title 36 that apply to our visitors. Visitors to the park should have open access to the Contractor's site without the possibility of incidental contact with pets. Small vegetable or flower gardens are permitted where designated upon approval from the Contracting Officer or his representative. Decorations may be allowed or disallowed at the discretion of the Government. Excessive decoration of campsites is discouraged. Contractors shall perform watering in and around the

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Contractor's trailer site. The Contractor shall not use any chemicals (for example, Roundup, Weed-B-Gone, etc.) to control weeds.

- 1.8. Security of Personal Property:** Security of Park Attendant's living quarters and all personal property shall remain the Attendant's responsibility throughout the contract period. The Government accepts no responsibility for, nor will it be liable for, damage or theft occurring to the Attendant's property. In addition to automobile liability insurance required in Section III.B, the Contractor is responsible for obtaining and paying for any other insurance desired, including but not limited to, general liability, comprehensive property, etc.
- 1.9. Cooperation with Others:** Contractor shall cooperate with other Park Attendants, Park Volunteers, Corps of Engineers employees, Government Contractors, lessees, and law enforcement personnel. Contractor shall allow Corps employees to utilize Government-furnished communication equipment for official business. Contractor shall not direct the work performance of another Contractor.
- 1.10. Fee Booth.** Contractors shall maintain the entrance fee booth in a neat, clean condition. The Contractors may plant flowers or create rock arrangements in designated curbed area of the fee booth, to the extent it does not create a safety hazard, and nothing obstructs signs on the entrance booth.
- 1.11. Pets:** Any pets allowed shall be confined or restrained in a manner that shall prevent physical contact with visitors that may come to the Contractor's living area or quarters for assistance. All pets shall be always kept on a leash 6 feet in length or under physical restraint. Pets will not be allowed in or near the gatehouse. Contractor shall be liable for any damage to government facilities, and/or damage to park visitors' property or person caused by their pets. Contractors are responsible for daily cleanup of their pet's waste and disposing of the same in an approved sanitary manner. Pets shall be kept clean, free of foul odors, and have all vaccinations as required by state laws in effect at the park's location. The Contracting Officer's Representative may require the removal of any animal deemed a nuisance or a danger or causes physical damage to Government property.
- 1.12. Work Schedule:** Contractors shall perform all specified duties during the period of performance according to the schedule included in Attachment 6 of this PWS. The Contractor must work federal holidays even if they fall on a normally scheduled day off. The Contractor shall also be required to perform duties on 1 October even if it falls on the Contractors normally scheduled day off.
- 1.13. Visitor Assistance:** The primary role of the Contractor is to courteously assist visitors, and their secondary role is to inform customers of the rules and regulations tactfully and respectfully. Contractor cannot enforce Title 36 regulations. The Contractor shall not argue with, threaten, harass, or badger visitors or attempt to detain or apprehend violators or conduct searches of people or personal property. Contractor shall perform their duties with professionalism befitting a public servant and the Corps of Engineers. Contractor shall not use profanity in dealing with the public, project personnel, or other Contractors. Within the context of Corps policies and regulations, Contractor shall provide for the needs of our visiting public and act as public relations representatives for the Corps of Engineers.

 - 1.13.1.** Contractor shall become familiar with Title 36, CFR, Chapter III, Part 327, "Rules and Regulations Governing Public Use of Corps of Engineers Water Resource Projects", campground and/or park rules, policies, and requirements. Promptly report to on duty Park Ranger all accidents, violations of law, disturbances, and situations that could affect the health and safety of visitors. Serious or life-threatening incidents and emergencies shall immediately be reported to project personnel and/or local law enforcement. Other situations and incidents shall be reported to Park Rangers as instructed. Contractor shall not attempt to direct, manipulate, undermine, oppose, or "second-guess" decisions made by Rangers or other Corps employees.
 - 1.13.2.** Contractor shall greet customers in a friendly manner as they arrive at the park. Contractor shall assist visitors as necessary in locating facilities, sites, park features, other project locations, and local attractions in a helpful and professional manner.

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- 1.13.3.** Contractor shall be required to open and close campground and day-use area gates as needed. They may also assist Park Rangers with management and control of picnic pavilions and multi-use courts, including turning power on or off, raising or lowering flags, and posting reservations for both pavilions and individual campsites. Contractor may be required to maintain a logbook of park activities, including, but not limited to accidents, incidents, emergencies, complaints, traffic counter readings, and problems. Records shall be turned into project management personnel as instructed.
 - 1.13.4.** Contractor shall not discriminate against persons based on race, color, religion, sex, national origin, age, or disabilities.
 - 1.13.5.** Contractor shall not carry or display firearms, pepper spray, mace, clubs, or any item or piece of equipment that may be construed as a weapon. This policy shall be followed despite any “conceal and carry” permit the Contractor may possess. Contractor shall not display any type of emergency lights or emergency/law enforcement decals on vehicles used during the performance of this contract.
 - 1.13.6.** Contractor shall remove any signs from their vehicles stating “Park Attendant” or similar type signs when not actually working under the contract (i.e., when off duty, Contractor shall remove signs prior to leaving the park).
- 1.14. Questions and Answers:** Prospective bidders should contact Caleb Young at the Stockton Project Office at 417-276-3113, for any questions pertaining to that PWS. Potential Contractors are urged to inspect the areas they are interested in before they submit a quote to become familiar with the size and scope of the area and the required duties.

PART 2

DEFINITIONS AND ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. Definitions:

- 2.1.1. Clean:** As used generally, free of all foreign matter, dirt, debris, film, spots, streaks, or other impurities. As used for acceptance of work means gleaming; free from dirt, contamination, or impurities; unsoiled, unstained, neat, and tidy, free of dirt, foreign material, residue, mold, mildew, algae, trash, and excess water, sanitizers and cleaners.
- 2.1.2. Contractor.** A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.
- 2.1.3. Contracting Officer.** A person with authority to enter, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- 2.1.4. Contracting Officers Representative.** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor if that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- 2.1.5. Debris:** Articles or parts thereof such as dead insects, paper, gum, paper clips, candy, lint, litter, strings, cigarette butts, leaves, sand, excrement, etc.

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- 2.1.6. Defective Service.** A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 2.1.7. Dirt:** Particles of sand, soil, grit, or pebbles; mud, dust, fuzz, tar, liquid stains, vomit, ashes, etc.
- 2.1.8. Disinfect:** To cleanse to destroy any harmful microorganisms, fungus, algae, and mold, by application of an approved chemical agent.
- 2.1.9. Deliverable.** Anything that can be physically delivered but may include non-physical things such as meeting minutes.
- 2.1.10. Foreign Matter:** Any articles, or parts thereof, not belonging to the place found, including but not limited to; spider webs, cobwebs, wasp nests, bird nests, etc.
- 2.1.11. Fully Clothed:** Wearing a sleeved shirt (T-shirts are acceptable), trousers, and shoes. Clothing shall be clean and neat in appearance and shall not be ripped, torn, or excessively faded. Clothing shall also contain logos or badges that clearly identify the wearer as a Contractor employee. These requirements shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required in performance of duties.
- 2.1.12. Glass:** Exposed glass surfaces (Lucite, plastic, transparent materials, mirrors) that are not windows.
- 2.1.13. Neat/Clean:** Orderly, tidy, free from dirt and debris.
- 2.1.14. Key Personnel.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- 2.1.15. Park Facilities.** Include but are not limited to parking lots/areas, boat ramps, courtesy docks, shower/restrooms, vault toilets, trailer sanitary dump stations, fee booth, campsites, picnic shelters, picnic areas, beaches, park attendant sites, and alongside roadways extending 20 feet outward from each shoulder.
- 2.1.16. Physical Security.** Actions that prevent the loss or damage of Government property.
- 2.1.17. Policing.** Picking up and removing trash from a specified area.
- 2.1.18. Quality Assurance.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 2.1.19. Quality Assurance Surveillance Plan.** An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.
- 2.1.20. Quality Control.** All necessary measures taken by the Contractor to assure that the quality of a product or service shall meet contract requirements.
- 2.1.21. Sanitary.** Clean and free of bacteria that may endanger health; hygienic.
- 2.1.22. Subcontractor.** One that enters a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.
- 2.1.23. Trash:** Any abandoned articles, or parts thereof, such as paper, gum, used cups, empty cans and bottles, food scraps, litter, strings, cigarette butts, leaves, or similar waste items, as well as dirt, debris, and foreign matter collected during cleaning, and unwanted residues and ashes.

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- 2.1.24. Windows.** The glass surfaces which are an integral part of the outer wall of a building.
- 2.1.25. Workday.** The number of hours per day the Contractor provides services in accordance with the contract.
- 2.1.26. Work Week.** Is defined as Monday through Friday, unless specified otherwise

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES

- 3.1. Government Property/Check Out -** Contractor shall be required to sign for accountable Government property and equipment at the beginning of the contract period. Contractors shall be responsible for maintaining the property and return Government property at the end of the contract period unless other arrangements have been made.
- 3.2. Storage Shed.** The Government will provide a storage facility for Contractors to store and maintain supplies/materials, equipment, etc. for use in the performance of the contract. Contractors shall provide upkeep and minor maintenance to facility assigned to the Contractor at Contractor's sole expense. Before any modification of the facility is performed by the Contractor at his/her expense, the Contractor must give the Contracting Officer documentation describing, in detail, the modification requested. No alterations to the facility shall be made without specific written permission from the Contracting Officer.
- 3.3. Campsite.** An improved site for a self-contained trailer or motor home with 50 Amp electric service, water, sewage hookups and refuse collection (from nearby dumpster) will be provided at no charge to the Contractor. Some utilities may be impacted by weather and not readily available prior to opening of parks. Occupancy of this site is limited to the Contractors camping unit and personal vehicles only. The campsite, turnout and associated facilities shall not be modified for convenience of the Contractor without prior approval from the COR.
- 3.4. Fee Booth/Gatehouse:** A booth or gatehouse workstation will be provided and may be shared between two or more Contractors on alternate work schedules.
- 3.5. Equipment:** All equipment shall always remain secured in the fee booth and shall be used for USACE business purposes only.
- 3.5.1.** Computer
 - 3.5.2.** Monitor
 - 3.5.3.** Battery back-up unit
 - 3.5.4.** Printer
 - 3.5.5.** Receipt Printer
 - 3.5.6.** Credit Card Machine
 - 3.5.7.** Telephone for fee booth
 - 3.5.8.** Cash drawer
 - 3.5.9.** Safe
- 3.6. Materials and Supplies:** Materials and supplies will be issued to the Contractor initially and on an as needed basis thereafter. All materials and supplies remaining at the end of the season shall be returned to the Stockton Lake Project Office.
- 3.6.1.** Receipt Paper
 - 3.6.2.** Maps and Informational Brochures

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- 3.6.3. Various forms and logs
- 3.6.4. Name tags
- 3.6.5. Annual day use passes
- 3.6.6. Permit books
- 3.6.7. Mailing labels

3.7. Keys – The Contractor will be furnished a set of keys to those buildings and areas where access is necessary to perform the work described herein or determined to be necessary by the COR. No duplicates of the keys may be obtained in any manner by the Contractor. Security of the keys shall be the responsibility of the Contractor. The failure of the Contractor to provide adequate key security will result in a deduction from payment due the Contractor in the amount required to replace lost or damaged key and a deduction for replacement of any locks, lock tumblers, or lock sets for any affected locks at the rate charged by a commercial locksmith.

3.8. Identification - Identification tags, vests, and ball caps, if applicable, will be provided by the Government.

3.9. Government Property Clearance. Government personnel will be available the day after the last date of services to check out Contractors and to receive Government-furnished property from them. All Government-furnished equipment and items must be returned to the Government prior to Contractor departure.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES

- 4.1. General:** The Contractor shall furnish all items required to perform work under this contract that are not listed under Section 3 of this PWS.
- 4.2. Materials/Supplies and Equipment:** The following list of example items Contractors shall provide for this contract This list may not be all inclusive:

Office Supplies; pencils, pens, paper, staplers, clips, etc.	Bank checks
Postage and envelopes for funds transmittal	Trash bags for fee booth waste basket
Working vehicle including all fuel and maintenance thereof	

The Contractor may store all supplies and equipment in the Government-furnished storage site or at such other off-site location of Contractor's choosing: no supplies or equipment shall be distributed throughout the facilities.

- 4.3. Vehicle(s):** Transportation vehicle(s) for use in performing the requirements of this contract must be street legal, properly licensed, and the Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance for each vehicle shall be delivered to the Contracting Officer or his designated representative at the Pre-Work meeting. The Contractor (all personnel) shall maintain a valid state driver's license. A photocopy of licenses will be taken at the Pre-Work meeting. No all-terrain vehicles (ATVs) or golf carts will be allowed.
- 4.4. Trailer/Motor Home.** The Contractor shall furnish a presentable factory-built, "self-contained" recreational vehicle (RV) of the travel trailer or motor home type to serve as temporary living quarters for entire contract period. Maximum size of the trailer or motor home shall be determined by physical

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limitations of the furnished park attendant pad. The trailer or motor home shall be parked at the designated park attendant campsite for the area. All hoses cables and fittings necessary to connect the RV to any desired utilities. Existing utilities shall not be modified by the project or Contractor to accommodate Contractor's equipment. Pickup shell-type campers, pop-up tent trailers, tents, mini-travel trailers, mobile homes, or other RV's which do not meet size requirements, or the "self-contained" classification as determined by inspection of the COR will not be acceptable. Some projects may not require cleaning attendants to stay on site.

- 4.5. Telephone:** The Contractor shall provide a telephone or cellular phone number to the Contracting Officer or his representative at the Pre-Work meeting where Contractor or Contractor's designated representative can be reached at any time while contract performance is underway. If Contractor is unable to receive a call during contract performance, Contractor shall return the call within 30 minutes after telephone service is available. Alternatively, Contractor may provide handheld radios to the Contracting Officer or his representative if the handheld radio can meet these same requirements.
- 4.6. Mail.** Mail service will be at the discretion of the Contractor. If service is desired, it is the responsibility of the Contractor to contact the local Post Office to determine if rural delivery is available. If the Contractor elects to have service, the Contractor shall provide a mailbox and if necessary, a post, and installation of the post, in accordance with U.S. Postal Service requirements. The Contractor shall provide the Project Office with the local mailing address, once established.

PART 5

SPECIFIC TASKS

- 5. Basic Services:** The following requirements in the paragraphs listed below labeled 5. _ are applicable to all schedules of the contract. The Contractor shall provide services for Park Attendant services as per the specifications, drawings, and exhibits in the PWS. Service standards consist of the following. A major defect in this requirement shall be failure to perform satisfactorily in (1) one or more critical elements, or (2) two or more non-critical elements in each park.

5.1. Park Attendant Fee Program Duties

- 5.1.1. Work Schedule:** (Critical Element) Contractor shall perform work as described in provided work schedule in Attachment 6 of the PWS. The Park booth must always be staffed by at least one person during booth hours. Park cleaning rounds do not excuse the Contractor from staffing the booth during booth hours.
- 5.1.2. Safety Regulations:** (Non-Critical Element) Contractor shall adhere to all safety regulations described in E.M. 385-1-1. Contractor shall comply with all Federal, state, and local laws.
- 5.1.3. Public Relations:** (Critical Element) Contractor shall maintain a positive attitude with the public, as well as cooperate with others, display proper personal behavior/actions/appearance while providing visitor assistance.
- 5.1.4. Fee Collection & Record Keeping:** (Critical Element) Contractor shall perform accurate fee collection, record keeping, & processing methods for collection and remittance of all fees collected within the area.
- 5.1.4.1.** Contractors shall possess basic computer skills and ability to operate a personal computer with a keyboard and/or a mouse-operated, and Windows based program.
- 5.1.4.2.** Training for the reservation system software will be provided to Contractors by project personnel during the pre-work conference prior to the start of the contract, and by on-the-job training.

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- 5.1.4.3.** Fee Attendants shall be capable of understanding and operating software programs and computers within 14 days of training. Failure to do so may result in termination of the contract.
- 5.1.4.4.** Contractor shall maintain all records necessary for the administration of the user fee program. This shall involve the utilization of a computerized registration and reservation program, credit card scanners, printers, User Fee Permits (ENG Form 4457), Electronic Cash Registers, Cash Collection Vouchers (DD 1131), Remittance Registers (ENG 3313), rosters, campsite status boards, passes, etc. Records such as Personally Identifiable Information, customer's financial information and recreation one stop account details shall not be maintained in the park booth. Detailed procedures and policies, as specified in the PWS, will be provided at pre-work conference.
- 5.1.4.5.** Contractor shall collect a variety of user fees. Examples of user fees include those for campers, visitors, and day users. User fees collected shall be properly secured. Cash on hand must always correspond with permits and related records. Contractors are responsible for furnishing money for change; and there shall be no co-mingling of personal cash with government monies.
- 5.1.4.6.** Day Use Fee Program: Contractors shall implement all aspects of the Day Use Fee Program in accordance with Project policies, for the facilities assigned in the contract. Duties to be performed daily include but are not limited to: Assist Rangers in collection and counting of day use fees, Tour Day Use area parking lots to ensure self-deposit envelopes and pencils remain available for visitors, Remove, and replace canister in self-deposit vault, sell annual Day Use passes, be available to total and verify fee receipts with a Park Ranger.
- 5.1.4.7.** Contractor shall be responsible for administering picnic shelter reservations and campsite reservations. This shall include taking reservations electronically using the reservation system, checking campers in and out of the recreation area, posting reservations on shelters and site posts daily, collecting fees from those users' and issuing receipts to customers.
- 5.1.4.8.** Audits: User fees and records will always be subject to audit by Government personnel. Monies and credit card charges on hand must agree with permits sold. The responsible Contactor shall reconcile any discrepancies. Unjustifiable differences may result in contract termination.
- 5.1.4.9.** Transmittal of Funds. As a minimum, fees shall be transmitted once per week or when collections total \$5,000.00 or more, whichever occurs first. Direct fee transmittal requires that the Contractor convert the collected cash to a cashier's check or money order (at the Contractor's expense – Note: some local banks have historically provided cashier's checks or money orders for making transmittals free of charge, while other banks charge a fee. The Post Office may also sell money orders. Contractors shall then send the remittances, cashier's check or money order, and personal checks collected to the reservation system. All costs incurred for direct fee transmittal including, but not limited to, purchase fees for cashier's checks or money orders, or costs of transportation to and from the nearest bank or post office, shall be borne by the Contractor. The Contractor shall provide a copy of the remittance register to the Recreation Fee Cashier (or alternate) following each transmittal. Remittance registers will be delivered to the Stockton Lake Project Office, located at 16435 E. Stockton Lake Dr. Stockton, MO 65785
- 5.1.4.10.** Security: Contractors shall provide adequate security for all monies, user fee permits, computer permits, computer consolidated summaries, cash, cash summary tapes, and fee

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collection records and forms. All collections shall be safeguarded by the Contractor; outside entrances to the fee booth shall be kept locked; and visitors shall not be allowed inside the fee booth. Contractors shall not mix personal funds with Government funds and shall be financially responsible for all losses of funds or unaccounted funds that are reasonably within their power to prevent.

- 5.1.4.11.** Park Information: The Park Attendant shall distribute information to park visitors such as pamphlets, brochures, maps, park rules and regulations, and related material as needed or as directed by the COR.
- 5.1.5. Gatehouse & Living area:** (Non-Critical Element) Contractor shall clean gate house weekly or as required to keep clutter free and odor free as well as maintain the living area aesthetically pleasing and free of clutter, weekly inspections will be made. Park and Combination Attendants shall maintain the park booth and immediate surroundings in a clean, orderly, and sanitary condition always. The booth and immediate surroundings shall be thoroughly cleaned at the end of the Contractor's shift.
- 5.1.6. Park Attendant Tours of the Park.** (Critical Element). Contractors shall perform a complete tour of the public use area(s) in accordance with the Attachment 6, to determine all visitors who may have arrived during hours the fee booth was closed. Contractors shall contact such visitors arriving after hours and shall request these visitors to come to the fee booth during booth hours to obtain proper registration. Tours of the park may be performed in conjunction with park cleanings.

PART 6

APPLICABLE PUBLICATIONS

- 6. Applicable Publications (Current Editions):** The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.
 - 6.1.** Safety and Health Requirements Manual, EM 385-1-1 (latest edition)
 - 6.2.** Occupational Safety and Health Act (OSHA) www.osha.gov
 - 6.3.** Title 36 – Rules and Regulations

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PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

- 7.1. Attachment 1 – Performance Requirements Summary
- 7.2. Attachment 2 – Deliverables Schedule
- 7.3. Attachment 3 – AT/OPSEC Requirements
- 7.4. Attachment 4 – Corps Watch Information Paper
- 7.5. Attachment 5 – Work Schedule/Park Tour Schedule
- 7.6. Attachment 6 – Maps/Approximate Mileage Chart
- 7.7. Attachment 7 – Quality Control Plan Example

ATTACHMENT 1

Performance Requirements Summary

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

TASK DESCRIPTION	PERFORMANCE INDICATOR	REQUIRED PERFORMANCE MEASURE	SURVEILLANCE METHOD	RESULT OF UNACCEPTABLE PERFORMANCE	PROPORTION OF REQUIRED SERVICE TO TOTAL CONTRACT PRICE
5.1.1. Work Schedule.	Gate House shall be open and staffed during working hours.	Open during days and hours as posted.	Planned Inspection/ Customer Complaints	Deduction in pay for hours or days not opened.	20%
5.1.2. Safety Regulations.	No accidents.	No accidents resulting in loss of time.	Unscheduled Monitoring of safety regs/ Customer Complaints	Repeat offenses may result in termination of contract.	10%
5.1.3. Public Relations.	Public satisfaction.	Customer Comment forms will be used to determine level of customer satisfaction	Unscheduled Monitoring actions/ Customer Complaints	Multiple customer complaints may result in termination of contract.	20%

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5.1.4. Fee Collection & Record Keeping.	Fees shall be accurately collected.	Fees shall be accurately collected.	Planned Inspection/ Audits / observation.	Contractor shall be held accountable for short/incorrect funds. Repeat offenses may result in termination of contract.	20%
5.1.5. Gatehouse and Living Area.	Living area and gate house shall be kept cleaned and free of clutter.	Attendant shall clean gate house daily or as required/and maintain the living area aesthetically pleasing free of clutter.	Planned Inspection/ Customer Complaints	Repeat offenses may result in termination of contract.	10%
5.1.6 Park Attendant Tours of the Park	Tours of the park are being performed	In accordance with the attached schedule	Random Inspection/ Audits / observation.	Repeat offenses may result in termination of contract.	20%

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ATTACHMENT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Proof of Insurance	Once Prior to the Start of Work	1 Copy	Hard copy or electronic	Caleb Young 16435 E. Stockton Lake Dr. Stockton, MO 65785 caleb.j.young@usace.army.mil
Proof of Valid Driver's License	Same as Above	Same as Above	Same as Above	Same as Above
Proof of Bonding	Same as Above	Same as Above	Same as Above	Same as Above
Quality Control Plan (See Attachment 9)	Same as Above	Same as Above	Same as Above	Same as Above
Corps Watch Acknowledgement	Same as Above	Same as Above	Same as Above	Same as Above
Monthly Invoice with Man Hours	Each Month On the Monthly Invoice.	Same as Above	Same as Above	Same as Above
Bill for Collection or Deposit	Weekly	Same as Above	Same as Above	Same as Above

ATTACHEMENT 3

ANTITERRORISM/OPERATION SECURITY REQUIREMENTS

The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential

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and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening Database (commonly referred to as “TSDB”). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three 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, and submit it to the Contracting Officer to become part of the official contract file.

Per the E-Verify Website the following exemptions apply:

Employers whose contracts are exempt from the E-Verify federal Contractor rule are not required to enroll in E-Verify. A contract is considered exempt if any one of the following applies: (1) It is for fewer than 120 days. (2) **It is valued at less than \$250,000**, the simplified acquisition threshold (Source: <http://www.uscis.gov/e-verify/federal-Contractors/exemptions-and-exceptions>).

(End of Antiterrorism/Operation Security Requirements)

ATTACHMENT 4

Stockton Lake Project Corps Watch Information Paper And Employee Acknowledgement Sheet

1. In modern times, Security is simply **EVERYONE’s** responsibility. We owe it to our organization, our families, and ourselves to constantly be vigilant about what goes on around us. Trust your instincts. We rely on our senses every day of our lives. If a behavior or activity makes you feel uncomfortable, report it. If it doesn’t look, sound, or smell right, report it. The simple rule is, “If you see something, say something!”

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2. The Contractor and all associated sub-Contractors shall brief all employees on the local iWATCH, Corps Watch, or See Something, Say Something program (training standards provided by the requiring activity ATO – herein, below). This local 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 COR. 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 contract award.
3. Give as many details as you can and report, at a minimum, the following:
 - (1) What you witnessed including the date, time and location.
 - (2) Description of who was involved.
 - (a) Male or Female?
 - (b) Height, build, hair/skin color, and age.
 - (c) English speaking or otherwise?
 - (3) Vehicle description /license number??
 - (4) Have you seen this activity before?
4. How to report:
 - In an emergency call 911.
 - Contact the Stockton Lake Project Office at 417-276-3113.
 - Contact your immediate supervisor or the COR for your contract.

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Employee Acknowledgement Sheet

[illegible]

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ATTACHMENT 5
SCHEDULES

Work Schedule

Day of the Week	Schedule (April 16- 30 September)
Monday	12:00 PM to 7:00 PM
Tuesday	12:00 PM to 7:00 PM
Wednesday	Off
Thursday	Off
Friday	8:00 AM to 10:00 AM and 3:00 PM to 9:00PM
Saturday	8:00 AM to 10:00 AM and 3:00 PM to 9:00PM
Sunday	8:00 AM to 10:00 AM and 3:00 PM to 9:00PM

Daily Park Tour Schedule

Duty	Time of Performance
Tours of the Park	Minimum 3 Times Per Day, Prior to Booth Opening before Morning and Afternoon Shifts, and in the evening Immediately After Booth Closing.

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ATTACHMENT 6

Lake Map and Approximate Mileage Chart

A copy of the Stockton Lake Map showing routes and locations of areas where vault toilets are located can be found at the following link:

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll7/id/8141>

If the link does not work, you can copy and paste it into your browser to access the lake map.

Approximate Mileage Chart

	DAM	CC	MS	High Point	CR	MC	GF	RBE	RBW	HP	OT	ST
DAM	0	4	13	18	20	19	25	20	20	13	6	3
CC	4	0	9	17	18	23	28	24	24	17	10	7
MS	13	9	0	9	14	19	24	22	22	27	20	17
High Point	18	17	9	0	11	16	21	18	18	29	24	21
CR	20	18	11	11	0	9	15	12	12	22	25	22
MC	19	23	19	16	9	0	11	6	6	20	21	18
GF	25	28	24	21	15	11	0	9	9	24	27	24
RBE	20	24	22	18	12	6	9	0	.5	17	22	18
RBW	20	24	22	18	12	6	9	.5	0	17	22	18
HP	13	17	27	29	22	20	24	17	17	0	15	12
OT	6	10	20	24	25	21	27	22	22	15	0	5
ST	3	7	17	21	22	18	24	18	18	12	5	0

DAM – Old Mill and Overlook Areas

GF – Greenfield Access

RBE – Ruark Bluff East Park

CC – Crabtree Cove Park

RBW – Ruark Bluff West Park

MS – Masters Park

HP – Hawker Point Park

High Point – High Point Access

OT – Orleans Trail Park

CR – Cedar Ridge Park

ST – Stockton Park

MC – Mutton Creek Access

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ATTACHMENT 7

Quality Control Plan Example

Contract Number: _____

Contractor: _____

Contract Title: _____

I shall personally assure that all elements of this contract are completed as stated. The following methods shall be used to ensure satisfactory services.

Inspection:

1. All work shall be personally supervised and inspected by myself or a designated Alternate Quality Control Person (QCP).

Name of Primary QC Person: _____ Phone: _____

Designated Alternate QCP: _____ Phone: _____

2. Contract maps and specifications shall be utilized to ensure completeness of services performed.
3. A copy of the contract specifications and maps/drawings shall be kept onsite by the QCP while work is being performed as a reference to ensure that requirements are met.
4. All elements defined in the Performance Requirements Summary of the Performance Work Statement shall be checked for completeness prior to leaving the area.

Deficiencies:

1. Minimal deficiencies should occur as a result of a thorough Quality Control System.
2. Should a deficiency occur, measures shall be taken to correct the deficiency within the timeframes required by the contract. The deficiency should be noted and changes to the QC system made to prevent future deficiencies.

Signature

Title

Date:

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
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Section H - Special Contract Requirements

WAGE RATES

Stockton Lake Project, Stockton, Missouri:

Service Contract Act WD# 2015-5103

Cedar County

<https://sam.gov/wage-determination/2015-5103/18>

CLAUSES INCORPORATED BY REFERENCE

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
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Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-16 Alt I	Progress Payments (NOV 2021) - Alternate I	MAR 2000
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7007	Alternate A, Annual Representations and Certifications	MAY 2021
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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. 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 Federal Acquisition Regulation (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 of 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, 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 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 FAR 32.608-2 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 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.

(9) The specification.

(t) Reserved.

(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 (SEP 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

XX (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

XX (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).**XX (17)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)).**

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (SEP 2021) of 52.219-9.

XX (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

XX (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).**XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).****XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).****XX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).**

____ (ii) Alternate I (FEB 1999) of 52.222-26.

____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

XX (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

XX (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

XX (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 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).

____ (6) 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).

____ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

XX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(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 (JUN 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 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.)
- (xv) 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)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-9 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 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

(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):

Federal Acquisition Regulations System (FAR)

<http://farsite/hill.af.mil/VFFAR1.HTM>

Defense Federal Acquisition Regulation Supplement

<http://farsite.hill.af.mil/VFDFAR1.HTM>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

ATTACHMENTS:

VENDOR INFORMATION SHEET:

Each Packet has its Vendor Sheet

PA/CU-01 – Cedar Ridge
PA-02 – Ruark Bluff East
PA-03 – Ruark Bluff West
PA/CU-04 – Orleans Trail

BID SCHEDULE:

Each Packet has its Bid Schedule

PA/CU-01 – Cedar Ridge
PA-02 – Ruark Bluff East
PA-03 – Ruark Bluff West
PA/CU-04 – Orleans Trail

RELATED EXPERIENCE FORM:

Each Packet has a Related Experience Form

PA/CU-01 – Cedar Ridge
PA-02 – Ruark Bluff East
PA-03 – Ruark Bluff West
PA/CU-04 – Orleans Trail

PAST PERFORMANCE FORM:

Each Packet has a Past Performance Questionnaire

PA/CU-01 – Cedar Ridge
PA-02 – Ruark Bluff East
PA-03 – Ruark Bluff West
PA/CU-04 – Orleans Trail

PERFORMANCE WORK STATEMENT:

Each Packet has its Performance Work Statement.

PA/CU-01 – Cedar Ridge
PA-02 – Ruark Bluff East
PA-03 – Ruark Bluff West
PA/CU-04 – Orleans Trail

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (MAY 2022) Alternate I	OCT 2014
52.223-4	Recovered Material Certification	MAY 2008
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.232-7015	Performance-Based Payments--Representation	APR 2020

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**Instruction to Offers Addendum:**

Please read the following submission requirements carefully.

The offeror's quote shall be submitted in electronic copy to seth.b.balsters@usace.army.mil. The quote shall be submitted in pdf (Adobe Acrobat) format. All text must be legible and easily read. If you have any issues in submitting your quote, coordinate with **Seth Balsters immediately at (816) 389-3566**.

The due date for the receipt of quotes is listed in Block 8 of the SF 1449.

The final date to submit questions is five (5) days prior to the due date of quotes as listed in Block 8 of the SF 1449.

SUBMISSION REQUIREMENTS ARE INCLUDED IN EACH ATTACHMENT:**The offeror's quote shall include the following elements to be considered for award:**

Quote shall not exceed 10MB in size.

☐ **Vendor Information Sheet**

☐ **Bid Schedule**

☐ **Related Experience Form**

Minimum of 1. Maximum of 3. Similar size and scope. Must be on Related Experience Form provided.

☐ **Past Performance Questionnaire**

Neutral Rating given when no PPQ is returned.

☐ **SF 1449 – Filled out by offeror:**

☐ **Block 17a**

☐ **Block 17b (if applicable)**

☐ **Block 30a**

☐ **Block 30b**

☐ **Block 30c**

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.214-34	Submission Of Offers In The English Language	APR 1991
52.237-1	Site Visit	APR 1984

252.215-7013 Supplies and Services Provided by Nontraditional Defense JAN 2018
Contractors.

CLAUSES INCORPORATED BY FULL TEXT

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):

Federal Acquisition Regulations System (FAR)

<https://www.acquisition.gov/browse/index/far>

Department of Defense Federal Acquisition Regulation Supplement

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

Department of Army Federal Acquisition Regulation Supplement

<https://spcs3.kc.army.mil/asaalt/procurement/AFARS/Home.aspx>

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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
- (ii) Past Performance
- (iii) Relative Experience

IAW FAR 13.106, "Solicitations are not required to state the relative importance assigned to each evaluation factor."

(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)