

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 75		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9127S-09-T-0020		6. SOLICITATION ISSUE DATE 30-Dec-2008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BRANDY N THOMAS			b. TELEPHONE NUMBER (No Collect Calls) 501-324-5720 EXT 1169		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 30 Jan 2009	
9. ISSUED BY CONTRACTING DIVISION USACE, LITTLE ROCK (W9127S) 700 W. CAPITOL AVE, RM 7315 LITTLE ROCK 72201-3225 TEL: (501)324-5720 FAX: (501) 324-5196		CODE W9127S	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7.0M NAICS: 721211			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL.		CODE	18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

Park Attendant Checklist

Did you remember to:

- Complete the Standard Form 1449 (SF1449)
 - Block 17a: Include your Name, Address, Cage Code, and Phone Number
 - NOTE: A Cage Code is the 5-character alphanumeric code given by Central Contractor Registration (www.ccr.gov) when you register. If you have not registered, you may still send in your quote without the Cage Code; however, if your quote is low, no award can be made until this registration is completed. Registration can be done at the website above or by calling **1-888-227-2423**. If you need assistance contact the Procurement Assistance Center at **501-337-5355**.
 - Blocks 30a, 30b, & 30c: Sign, Print Name, and Date your offer
- Bid Schedule
 - Ensure that you have bid on the Base Period and all Option Periods for each park you're considering
- Supplemental Information Sheet (Work History Form)
 - Ensure you have filled out the required supplemental information sheet
- Complete 52.212-3 Offeror Representations and Certifications
You must do one of the following:
 - If you have completed the annual representations and certifications electronically at <http://orca.bpn.gov>, complete paragraph (j) of 52.212-3OR
 - If you have not completed the annual representations and certifications electronically, complete paragraphs (b) through (i) of 52.212-3
 - Please be sure include your Tax ID (or SSN if individual) under paragraph (b)(3) – this information is required prior to awarding a contract.
- Ensure your quote package returned prior to the time/date specified in Block 8 to the addressed indicated in Block 9 of the SF1442.

NOTE: Late offers will not be accepted. Electronic and/or Faxed offers are not authorized. You need only return the pages you have filled out.

Section SF 1449 - CONTINUATION SHEET

CONTRACT INFORMATION

THIS IS NOT A SEALED BID, AND NO PUBLIC BID OPENING WILL BE CONDUCTED. ALL BIDS WILL BE SUBMITTED FOLLOWING THE INSTRUCTIONS IN CLAUSE 52.212-1, "INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS". THE FOLLOWING MUST BE COMPLETED AND SUBMITTED WITH YOUR BID:

- (1) COMPLETE CLAUSE 52.212-3 ALT 1 "OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS OR CLAUSE 252-7007 ALT A "ANNUAL REPRESENTATIONS AND CERTIFICATIONS". PLEASE PROVIDE YOUR FEDERAL TAX IDENTIFICATION NUMBER AND YOUR CCR CAGE CODE;

MAIL BIDS TO:

U.S. ARMY CORPS OF ENGINEERS
700 W. CAPITOL AVE (ROOM 7315)
LITTLE ROCK, AR 72201
SOLICITATION: W9127S-09-T-0020

FAX BIDS WILL NOT BE ACCEPTED.

ELECTRONIC OR EMAIL BIDS WILL NOT BE ACCEPTED. BIDS RECEIVED AFTER 4:00 PM 01/30/09 WILL BE CONSIDERED LATE.

SPECIFICATIONS

**U.S. ARMY CORPS OF ENGINEERS, LITTLE ROCK DISTRICT
GENERAL SPECIFICATIONS FOR PARK ATTENDANT SERVICES
2009**

1. GENERAL INFORMATION

1.1 Requirements - This General Specification (**GS**) pertains to all U.S. Army Corps of Engineers, Little Rock District Park Attendant contracts. Unique requirements for individual positions are included in the Specific Park Sheets (**SPS**). If there is a conflict between the information in the GS and the SPS, the SPS will govern. Park Attendant services to be accomplished under this contract shall be in accordance with the provisions of the GS and the SPS, which include, but are not limited to, furnishing all labor, equipment, fuel, transportation, tools and supplies necessary to provide the specified services for the entire contract period (except as otherwise noted).

1.2 Park Attendant Team - Most positions under this contract require a two-person (both adults) contractor team. Both members must be identified on the (SF 1449). All work shall be performed by the identified two-person team and shall not be subcontracted. In the contract, the

term "contractor" refers to both members of the identified two-person team. Both members shall be physically capable to perform all of the requirements specified. Any position that does not require two people will be indicated as so in the SPS. **None of the services required by this contract shall be subcontracted.**

1.3 Park Attendant Types - Park Attendants are categorized as one of four types: (I) Fee Attendant, (II) Cleaning Attendant, (III) Combination Attendant, or (IV) Relief Attendant. Please reference the Appendices for the specific requirements applicable to each attendant type.

1.4 Work Schedule and Park Hours - Park Attendants shall work according to the schedule and hours specified in the SPS for which they are awarded. The Operation Manager (OM) or his/her representative has the authority to change days off or times worked if deemed necessary. However, the total number of days per week worked and the number of "on duty" hours per day may not be changed except by the Contracting Officer. The OM will give the Park Attendant at least a 24-hour notice of schedule changes initiated by his/her office; the Contracting Officer will amend the contract for permanent schedule changes.

1.5 Pre-work Conference - All successful bidders shall attend a pre-work conference prior to the beginning of their contract. Details are given in the SPS and in the Appendices for each attendant type. Days required for pre-work conference will be paid at the daily rate quoted unless otherwise noted in the SPS.

1.6 Pets - Any pets allowed shall be confined or restrained in a manner that will prevent physical contact with visitors that may come to the Park Attendants' living area or quarters for assistance. All pets shall be kept on a leash 6 feet in length or under physical restraint at all times. **Pets will not be allowed in or near the gatehouse (NO EXCEPTIONS).** Park Attendants shall be liable for any damage to government facilities, and/or damage to park visitors' property or person caused by their pets. Park Attendants are responsible for daily cleanup of their pet's waste and disposing of the same in an approved sanitary manner. Pets will be kept clean, free of foul odors, and have all vaccinations as required by state laws in effect at the park's location. The Operations Manager may require the removal of any animal deemed a nuisance or a danger, or causes physical damage to Government property.

1.7 Safety - All work 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". Copies are available at each Project Office.

1.8 Background Check - Contractors may be required to undergo a criminal background check prior to being awarded a contract.

2. GENERAL DUTIES

2.1 Duties - In addition to the general duties stated herein, other specific duties and responsibilities to be performed are included in the applicable Appendix and in the SPS.

2.2 Visitor Assistance and Public Relations - The primary role of the Park Attendant is to courteously assist visitors, and their secondary role is to tactfully and respectfully inform customers of the rules and regulations. Park Attendants cannot enforce Title 36 regulations. The Park Attendant shall not argue with, threaten, harass or badger visitors or attempt to detain or apprehend violators or conduct searches of people or personal property. Park Attendants shall perform their duties with professionalism befitting a public servant and the Corps of Engineers. Park Attendants shall not use profanity in dealing with the public, project personnel, or other contractors. Within the context of Corps policies and regulations, Park Attendants shall provide for the needs of our visiting public and act as public relations representatives for the Corps of Engineers.

2.2.1 Park Attendants 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 any 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. Park Attendants will not attempt to direct, manipulate, undermine, oppose or “second-guess” decisions made by Rangers or other Corps employees.

2.2.2 Park Attendants shall greet customers in a friendly manner as they arrive at the park. Park Attendants shall assist visitors as necessary in locating facilities, sites, park features, other project locations, and local attractions in a helpful and professional manner.

2.2.3 Park Attendants may be required to open and close campground and day-use area gates as required by the SPS. 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. Park Attendants may be required to maintain a logbook of park activities, including, but not limited to: accidents, incidents, emergencies, complaints, and problems. Records will be turned into project management personnel as instructed.

2.2.4 Park Attendants shall not discriminate against persons on the basis of race, color, religion, sex, national origin, age, or disabilities.

2.2.5 Park Attendants 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. Park Attendants shall not display any type of emergency lights or emergency/law enforcement decals on vehicles used during the performance of this contract.

2.3 Living Area - Park Attendants shall maintain their assigned motor home/trailer site and adjacent living areas in a clean, free of clutter, and sanitary condition at all times. No dog pens, horse corrals, poultry cages, or similar facilities for pets or rearing of animals will be allowed, except as provided for in the subsection titled “Pets”. No washers, dryers, or excessive personal

items will be permitted in the outside living area. Landscaping (garden and flowering plants) by the Attendants around their trailer site may be allowed after prior approval of the OM. The Contractor shall not construct or place any structure on Government property without written permission from the OM or his representative.

2.4 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.

2.5 Cooperation with Others - Park Attendants shall cooperate with other Park Attendants, Park Volunteers, Corps of Engineers employees, Government Contractors and law enforcement personnel. Park Attendants shall allow Corps employees to utilize Government-furnished communication equipment for official business. **Park Attendants shall not direct the work performance of another contractor.**

3. CONTRACTOR-FURNISHED EQUIPMENT AND PROVISIONS

3.1 Temporary Living Quarters - The Park Attendant shall furnish a 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. The unit shall be equipped with electrical hookup not to exceed 110 volts. Maximum size of the trailer or motor home will be determined by physical limitations of the furnished park attendant pad. The trailer or motor home shall be parked at a location designated by the OM. 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 OM will not be acceptable. **NOTE: The Park Attendants shall be the sole occupants of their site. Family members and friends (with the exception of minor children) shall not live with the contractor.**

3.2 Park Attendant Transportation - Park Attendants shall provide and maintain a fully operational vehicle, which can be utilized independently of their RV, for the purposes of personal or contract-related transportation. All motor vehicles, including motor bikes and similar vehicles used by attendants, shall be properly licensed, "street legal", comply with all applicable state laws, and shall be operated in a safe and legal manner on approved roads and/or surfaces. This does not include sidewalks or similar surfaced areas. **Minimum liability insurance must be carried, as required by the state law where the contract is performed.**

3.3 Visitors of Park Attendants - Overnight visitors of Park Attendants must stay in the Park Attendant's living quarters. If visitors have their own camping equipment, they are required to pay the regular camping fee and place their equipment at a campsite for which they are registered. No visitors will be allowed to access Park Attendants hook-ups at any time. **Visitors shall be required to pay all applicable park use fees.**

3.4 Dress Code and Personal Appearance - While on duty, Park Attendants shall dress in a neat fashion in properly fitting, clean clothing, that is in an acceptable condition **See EM 385-1-1 for allowable attire to be worn.** Park Attendants shall promote a favorable image of the Corps of Engineers through their personal appearance and actions. Any required vests, caps or nametags will be provided by the Project Office.

3.5 Other Required Equipment and Supplies - In addition to the aforementioned, contractors shall furnish any other equipment and/or supplies indicated in the applicable Appendix and in the SPS.

4. GOVERNMENT-FURNISHED EQUIPMENT AND SUPPLIES

4.1 Government Property/Check Out - Park Attendants 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.

4.2 Park Attendant Pad - An improved site for a self-contained trailer or motor home with electrical (110 volts), water and sewage hookups will be provided; any exceptions will be specified in the SPS. Occupancy of this site is limited to Park Attendant's camping unit and personal vehicles only. **The Park Attendant pad, turnout and associated facilities shall not be modified for convenience of the Park Attendant without prior approval from the OM.**

4.3 Communication Equipment - Communication equipment will be provided by the Government, including portable radios and telephone equipment, as appropriate. Government provided radios/telephones shall be used for official business only, and/or to summon emergency assistance for customers. All use of such equipment shall be in compliance with FCC and Corps regulations and instructions.

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

4.5 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 OM. 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.

4.6 Other – Applicable forms, copies of Title 36 CFR, park rules and regulations and other informational materials and documents will be provided as deemed necessary by the OM.

5. PAYMENT FOR SERVICES

5.1 Monthly Payment of Invoices - Contract invoices will be processed once monthly for each day actually worked at the applicable contract unit price. Payment invoices/vouchers will be submitted by the Contractor to the Project Office for review and monthly payment (as instructed at the pre-work conference); and if invoices are complete and accurate, payment will be made within the timeframe allowed by federal law (currently 30 days after receipt, in Disbursing Office, of a properly completed invoice). **NOTE: Contractor may work approximately 60 days before receiving first paycheck.**

5.2 Absenteeism - No payment will be made for time not worked. The OM should be contacted and given as much advance notice as possible about anticipated absences. Short periods of absence may be approved on an individual basis, based on need and workload.

5.3 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, 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.

6. PARK ATTENDANT PERFORMANCE AND EVALUATION

6.1 Inspection of Services – The Government will monitor the Contractor’s performance under this contract as deemed appropriate. Unscheduled inspections may be performed at any time.

6.2 Deficiencies of Service – Serious or repeated contract deficiencies may be grounds for contract termination.

6.2.1 Park Attendants will be notified verbally and/or in writing of any serious or recurring minor deficiency in service observed by the Contracting Officer or his/her authorized representative. Verbal notification will be recorded in a memorandum for record.

6.2.2 Upon receipt of notification of a deficiency in service, Park Attendants will immediately correct deficiencies and/or take steps to prevent recurrence of the deficiency. Any deficiency that is not corrected within two hours may result in a payment deduction equal to the Government’s cost to correct the deficiency.

6.3 Evaluation of Performance - All Park Attendants will have their performance evaluated no less than one time per season. Performance criteria will be presented at the pre-work conference. A “Park Attendant Final Contract Performance Evaluation” will be completed for each Contractor at the end of each contract period. This evaluation and related documentation will be furnished to the Little Rock District Contracting Division and kept on file for performance information requests from other projects or districts.

7. TERMINATION

7.1 Terminating the Contract - Failure of the Park Attendants to complete services listed in the GS and SPS may be grounds for termination in accordance with Federal Acquisition Regulation 52.212-4 (m), Contract Terms and Conditions-Commercial Items (May 1999). Breach of contract and/or voluntary termination of contract without sufficient cause may jeopardize the Contractor's standing for future contracts with the Corps of Engineers. Park Attendants shall vacate their Government-provided campsite within 48 hours of contract termination, whether voluntary, involuntary or end of contract.

7.2 Grounds for Immediate Termination - Park Attendant Contracts may be terminated immediately for any of the following reasons.

1. Theft, misappropriation, personal use, and/or improper security and accountability of user fees or government services, property, equipment, facilities and/or supplies.
2. Consumption of alcoholic beverages, intoxication while on duty, and possession or use of illicit drugs at any time.
3. Discrimination, harassment, profanity, or other inappropriate behavior perpetrated against customers, Corps personnel, or other contractors.
4. Recurring written and/or verbal complaints from visitors and/or project personnel on Park Attendant's attitude, lack of cooperation and/or resistance to implementation of policies and programs as directed by the OM.
5. Any incidents of smoking in the gatehouse or allowing unauthorized personnel in the gatehouse or the contractor work area of gatehouses having a customer lobby. Some parks may prohibit smoking except in designated smoking areas.
6. Inability to perform duties and job responsibilities in accordance with the General Specifications, SPS and project Park Attendant Handbook
7. Failure to maintain a neat and clean well-groomed personal appearance.
8. Failure to obtain and provide proof of bonding no later than the pre-work conference.
9. Any other offence or incident the Contracting Officer warrants grounds for termination.

8. ADDITIONAL REQUIREMENTS & INFORMATION

8.1 Bonds - Regulations require Park Attendants who collect fees to be fully bonded or insured to protect the Government against theft, misappropriation, loss of Government funds and/or property, under control of the Contractors. The Contractor is required to furnish to the Project Office proof of a fidelity bond in the amount of \$10,000. Bonds shall remain in effect for 30 days after the last day of the contract. Park Attendants shall not begin work until proof of such a bond is furnished.

8.1.1 Instead of furnishing a fidelity bond, the Contractor has the following options:

- (a) Depositing certain United States bonds or notes in an amount equal at their par value to the penal sum of the bond or:
- (b) Furnishing a certified or cashier's check, bank draft, post office money order, or currency, in an amount equal to the penal sum of the bond. **NOTE:** Return of these items may take up to 60 days to process after the Project Office has been notified. Therefore, it is essential that notification be provided immediately after final payment is authorized.
- (c) Furnishing an irrevocable, unconditional letter of credit in lieu of bond or

guarantee.

8.1.2 Deposits, cashier's checks, money orders, and bank drafts submitted in lieu of bonds shall be made payable to the Corps of Engineers Finance and Accounting Officer and submitted to the Project Office.

8.2 Questions and Answers - All interested quoters should contact the prospective Project Office, at the numbers listed on the SPS for any questions pertaining to that SPS. Potential contractors are urged to inspect the areas they are interested in before they submit a quote in order to become familiar with the size and scope of the area and the required duties.

APPENDIX I FEE ATTENDANTS

1. PRE-WORK CONFERENCE

All Fee Attendants shall attend a pre-work conference as stated in the SPS. The session(s) will cover policies and procedures for Fee Collectors. Training will focus on the correct way to issue user permits and receipts, collect and account for user fees, operate applicable computer equipment and programs, process credit card transactions, reserve facilities (if applicable), record pertinent data, and effectively deal with customers.

2. FEE COLLECTION, ACCOUNTING, AND PROCESSING

2.1 Fee Collection - Fee Attendants shall maintain all records necessary for the administration of the user fee program. Depending on the specific recreation area, this may involve the utilization of a computerized registration and reservation program (NRRS), 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. Detailed procedures and policies, as specified in the SPS, will be provided at pre-work conference.

2.1.1 Fee Attendants shall collect a variety of user fees. Examples of user fees include those for campers, visitors, and day users. User fees collected will be properly secured. Cash on hand must at all times correspond with permits and related records. **Park Attendants are responsible for furnishing money for change; and there will be no co-mingling of personal cash with government monies.**

2.2 Reservations - Fee Attendants may be responsible for administering picnic pavilion reservations and campsite reservations. This may include taking reservations over the phone and/or electronically through the use of the NRRS, posting reservations on site posts on a daily basis, collecting fees from those users making reservations and issuing receipts to customers.

2.2.1 Locations utilizing the National Recreation Reservation Service (NRRS), fee collection contractors shall possess basic computer skills (ability to operate a personal computer with a keyboard and/or a mouse-operated, and Windows based program). Training for the NRRS 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. **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.**

2.3 Audits - User fees and records will be subject to audit by Government personnel at all times. Monies and credit card charges on hand must agree with permits sold. The responsible Fee Attendant shall reconcile any discrepancies. **Unjustifiable differences may result in contract termination.**

2.4 Transmittals - Fee Attendants shall convert fees to a cashiers check or money order and mail converted fees and specified documentation to a Corps authorized account via certified mail. Alternately, Fee Attendants may be required to deposit user fees directly into an approved Treasury Department account or submit funds to project staff for remittance. Fee Attendants shall process all required documentation, such as cash collection vouchers, deposit slips and remittance registers (NRRS generated or manually completed) in accordance with project policies as stated in the Park Attendant Handbook. Fee Attendants are responsible for the cost of fees associated with converting cash into cashiers check or money order, envelopes, and certified postage, as well as, preparation time, reproduction expenses, and transportation costs. Fee Attendants are responsible for the fee collection until it reaches the collection agency. Compensation for these items must be included as a part of the Contractor's bid price.

2.5 Security - Fee Attendants will take precautions to assure personal safety and security of fees, according to instructions provided at the pre-work orientation, and in the Park Attendant Handbook. When provided, the vault or safe located in the gate house shall be used by the Attendants to secure all user fees until removed for deposit in the bank, conversion to cashier's check or money order, transfer to authorized project personnel or remittance to Corps authorized accounts. The only exception will be change funds in the cash drawer during working hours. Cash drawer funds should not exceed \$250 at any time. Transfer of fees to a bank or lockbox account, by authorized project personnel (as stated on the applicable SPS) will be required no less than once a week or at any time cash on hand exceeds \$5,000.00, or at a threshold specified by the OM.

2.6. Passes - At areas where Fee Attendants are authorized to do so, they shall issue Annual Day User Passes to eligible individuals, and maintain documentation in accordance with Project policies, as stated in the Park Attendant Handbook.

2.7 Park Information – The Fee 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 OM.

3. CLEANING AND MAINTENANCE

Fee Attendants shall maintain the park booth and immediate surroundings in a clean, orderly and sanitary condition at all times. The booth and immediate surroundings shall be thoroughly cleaned at the end of the Contractor's shift. Additional cleaning and maintenance responsibilities will be included in the SPS.

4. SUPPLIES AND MATERIALS

The Contractor shall provide all office supplies necessary to perform fee collection duties, including but not limited to: pens, pencils, paper, envelopes, paper clips, etc. Additional office supplies may be indicated in the SPS. The Contractor shall provide all necessary supplies to clean the park booth, including but not limited to broom, mop, trash bags, floor cleaner, glass

cleaner, etc. Additional cleaning and maintenance supplies and materials may be indicated in the SPS.

5. GOVERNMENT-FURNISHED EQUIPMENT AND SUPPLIES

5.1 Park Booth - A booth or gatehouse workstation will be provided and may be shared between two or more Fee Attendant contractors on alternate work schedules.

5.1.1 Only those persons under contract and Corps employees identified in the initial training session are permitted inside the booth or Fee Attendant work area. Family members including dependant children and visitors of park attendants are not permitted inside the booth, or within the contractor work/fee collection area of gatehouses with interior registration lobbies. Campers/guests in the process of registration will be allowed in the registration lobby of the booths with lobbies. Smoking is not permitted inside the booth.

5.1.2 At the OM's discretion, Fee Attendants on duty may be allowed to smoke in designated areas adjacent to the booth provided cigarettes/cigar ashes and butts are properly disposed of.

5.1.3 Fee Attendant's crafts and other personal activities/hobbies shall be restricted to Contractor's trailer/motor home area and out of public view, and will be kept out of the booth unless prior approval has been given by OM. Fee Attendants shall not sell or offer to sell any type of item to campers or visitors on public property (CFR Title 36, Section 327.18).

5.2 Computer Hardware and Software - Where applicable Computers/Workstations will be provided.

5.2.1 Use of Government owned computers will be limited to official business only. The sending of inappropriate messages, internet "surfing" or viewing explicit or dangerous materials will be grounds for contract termination. The installation of any unapproved software may also result in contract termination.

5.2.2 Contractor may be required to sign a Computer User's Agreement prior to use of Government owned equipment. Users may be held financially responsible for damages caused to systems by unauthorized use.

5.3 Other Equipment and Supplies - User fee permits, documentation forms, rosters, cash registers, and handout materials such as maps, brochures, information pamphlets, copies of Title 36 CFR, park rules and regulations and other informational materials as deemed necessary by the OM.

APPENDIX II CLEANING ATTENDANTS

1. PRE-WORK CONFERENCE

All Cleaning Attendants shall attend a pre-work conference as stated in the SPS. The session(s) will cover policies and procedures for Cleaning Attendants.

2. CLEANING

2.1 Definitions -

2.1.1 Clean Facilities - The Contractor shall sweep, wash, wipe or brush facilities and park signs to insure that dirt, dust, rocks, debris, trash, soap scum, hard water spots, rust, garbage, ashes, foreign matter left by the public, insects, insect nests, spider webs, and bird droppings are removed.

2.1.2 Sanitary Facilities - The Contractor shall wash the facilities using disinfectants each time the facilities are cleaned to prevent mold, mildew and any other bacteria from forming.

2.1.3 Odor Free Facilities – The Contractor shall use a chemical agent in a manner that will eliminate odor from all facilities and reduce or eliminate odors in vault toilets.

2.1.4 Policing – Pick up and removal of all trash and refuse, including but not limited to animal carcasses, tires, bags of trash, etc. from the developed (mowed and maintained) areas of the park grounds to include playgrounds, nature trails, roadways, boat ramps, parking lots, camping areas, dump stations, shorelines, picnic areas, and along drainage ditches.

3. SPECIFIC TASKS

3.1 Bathrooms - The Contractor will clean all toilets, showers, well houses and change houses, inside and outside; including windows, fixtures, walls, partitions, ceilings, doors, eaves, louvers, vents, screens, shower curtains and floors to provide "clean, sanitary and odor free" facilities. The Contractor will also maintain deodorant cakes in all urinals to control odor. Standing water will be removed from floors after each cleaning. Toilet tissue will be distributed at each toilet when it is cleaned and/or checked to provide an adequate supply at all times. Marks of vandalism and graffiti will be removed without damaging the paint surface. Shower stalls, interior walls, floors and partitions will be kept clean and sanitary. In association with cleaning duties, the attendant will remove all obstructions from drains, fixtures, including toilets, urinals, and valves that are easily removable using a plunger or plumber' snake.

3.2 Trailer Dump Station - The contractor will clean daily all slabs, flush bowls, intakes, hydrants, hoses, wheel stops and other appurtenances at trailer dump stations to provide "clean and sanitary" facilities.

3.3 Group Picnic Shelters - The Contractor will clean, after each use and/or once a day, the following; floor slab, table seats and tops, fireplace, light fixtures, eaves, ceilings and columns to provide "clean" facilities.

3.4 Well and Table Canopies - The Contractor will clean weekly, or as needed, the ceilings, eaves, columns, and walls to provide "clean and sanitary" facilities.

3.5 Fireplace Rings and Grills - The Contractor will clean all fire rings and grills of ashes, including cigarette butts and assorted refuse after each use or once per week if the campsite is not occupied during the previous week. Remove all foil or food left on the grill surface. Ashes will be disposed of in an area approved by the Operations Manager. All rock fire rings, including ashes and associated debris will be removed from camping and day use areas. Fire rings and grills will be left in the down position after cleaning.

3.6 Campsites - All unoccupied campsites will be checked daily to assure campsites, fire rings/grills, grounds and tables are clean. The Contractor will rake campsite screening to assure rocks, sticks are picked up, and holes are filled in. The Contractor will be responsible for site cleanup in emergency situations such as when a site is left in an unusable condition due to trash left on the site. In such cases, the Contractor will notify a ranger prior to cleaning the site so the ranger can make proper documentation.

3.7 Drinking Fountains - The Contractor will clean daily all surfaces of drinking fountains and adjacent slabs to provide "clean and sanitary" facilities.

3.8 Sidewalks - All sidewalks and steps will be cleaned daily, and area policed to remove all debris and refuse.

3.9 Swim Beach and Day Use Sites - The Contractor will remove daily all refuse and debris from swim beach and day use picnic table sites.

3.10 Vault Toilets - The Contractor will use odor control chemicals to reduce or eliminate odors in vault toilets. Chemicals for this must be approved by the Operations Manager and must be septic system compatible. Material safety data sheets are required and copies must be furnished to the Operations Manager.

3.11 Refuse - Contractor shall empty all waste containers, replace liners and deposit all refuse in centralized dumpsters provided by the Government. Contractor will monitor all dumpsters to insure maximum utilization. Contractor will police area around refuse containers, waste baskets and dumpsters.

3.12 Leaves - The Contractor will rake and remove leaves and other debris from the campsite living areas and within 3 feet of park structures and facilities. These leaves may be deposited in the woods out of the mowing limits.

3.13 Sand and Graveled Areas - The Contractor will rake sand and graveled areas and clean debris from sand volleyball pits, playgrounds, and horseshoe pits.

3.14 Policing - The contractor shall police all developed park areas.

3.15 Hazards - Report all safety hazards and repairs as directed by the Operations Manager.

3.16 Inventory - Maintain monthly inventory of cleaning supplies used during each month and submit as required by the Operations Manager.

3.17 Park Signs - The Contractor will remove all foreign matter from the park signs.

4. SUPPLIES AND MATERIALS

The Contractor shall provide all necessary supplies and equipment to perform the duties indicated herein. Supplies and materials include but are not limited to brooms, mops, trash bags, cleaning agents, scrub brushes, etc. Additional required cleaning supplies and materials are indicated in the SPS.

5. GOVERNMENT-FURNISHED EQUIPMENT AND SUPPLIES

5.1 Storage Shed - A storage shed will be provided for the Cleaning Attendant to store cleaning supplies and materials.

5.2 Forms - The Government will provide any forms required for use by the Cleaning Attendants

APPENDIX III COMBINATION ATTENDANT

Combination Attendants are required to perform duties of a Fee Attendant and Cleaning Attendant. Reference Appendices I and II.

APPENDIX IV RELIEF ATTENDANT

Relief Attendants may be required to perform the duties of a Fee Attendant, Cleaning Attendant, or Combination Attendant. Relief Attendants work on an "as needed" basis and shall remain on call throughout the camping season. Relief Attendants may be required to work at any park within a project to fill in for another Park Attendant as directed by the OM. Relief Attendants are paid only for days worked. Reference Appendices I, II, and III. See the SPS for specific details.

COMPLETE THE FOLLOWING AND RETURN WITH YOUR QUOTE

SUPPLEMENTAL INFORMATION REQUIRED IF BIDDING ON A POSITION THAT HAS PARK BOOTH REQUIREMENTS

Name (1)_____

Name (2)_____

- Booth Attendants require two (2) people to perform the contract

1. Have you ever performed the services as a park/gate attendant or campground host for a minimum of one (1) complete recreation season?

Yes_____ No_____ If yes, please describe your experience, including the agency, dates, location, and your supervisor's name and phone number:

2. Have you ever quit a contract or had a contract terminated by the government prior to the end of the season/year?

Yes_____ No_____ If yes, please explain:

3. Do you have any computer experience with a Windows operating system?

Yes_____ No_____ If yes, please describe your experience:

4. Have you ever operated a computer using the National recreation Reservation System?

Yes_____ No_____ If yes, please describe your experience:

SPECIAL CONTRACT REQUIREMENTS

TELEPHONE REQUIREMENT:

Any successful bidder will be required to have a telephone in his or her home or place of business during the entire contract period, and the number of this telephone must be furnished to the Field Office/Park Ranger. If an answering service is used, it must be checked daily and incoming calls returned within 24 hours.

MULTIPLE SCHEDULES

This solicitation contains multiple schedules. Offers may be submitted for one or any combination of schedules. However, each offer must show a unit price and a total amount for each item within each bid schedule on which an offer is made. Failure to bid on the Basic Period plus options for each schedule on which an offer is made will render your bid non-responsive and will not be considered for award.

ESTIMATED QUANTITIES

The quantities of each item shown in the bidding schedule are estimated amounts only and are not guaranteed. The Contracting Officer may require more or less than the estimated number of services appearing in the bidding schedule. (Quantities are estimated based on historical data for each line item).

2009 SUMMER PARK ATTENDANTS BID SCHEDULE

BEAVER LAKE

I. NUMBER OF CONTRACT POSITIONS: This SPS is for one (1) contract at **Prairie Creek Park**, two (2) contracts at **Horseshoe Bend Park**, and one (1) contract at **Dam Site Lake Park**.

RFQ LINE ITEM REFERENCE

Line Item 0001, 0002 & 0003 Prairie Creek Park Day Use Combination Attendant.

Prairie Creek Day Use Area is a heavily visited park having 1 (one) shower/restroom building, 1(one) flush toilet building, 1 (one) vault toilet, 1 (one) group (300 person) shelter with flush toilet, 3 (three) multi family (24 X 24) shelters, 3 (three) group shelters (app. 24 X 36), swim beach, 20 (twenty) picnic sites, 2 (two) playgrounds, (6 lane) launch ramp, 1 (one) sand volleyball, 1 (one) handicap fishing dock, and a marina. It is located approximately five (5) miles east of the town of Rogers, Arkansas on State Highway "12". Contractor campsite will be available starting March 20th. **Training/Orientation:** All contractors are required to attend two days of orientation and one day of Fee Collection Training. Payment will be made for these days of attendance at the contractors daily bid rate. Contractor will be required to transport supplies and equipment to Prairie Creek Park immediately after the conclusion of the training. Contractor will be responsible for care and safeguarding of all equipment. No separate payment will be made for transporting and caring for the equipment. **Checkout:** The first weekday following the conclusion of the annual contract, the contractor will bring all accountable property, supplies and equipment to the project office and checkout. No separate payment for time or travel will be made for this checkout day. **Supplies Required to be Furnished by Fee Park Attendant-Quantities are Estimated:** (15 rolls) Scotch type tape, envelopes, (2 reams) copier paper, stapler & staples, pens, pencils, large permanent markers, ink Cartridges for an all-in-one Fax/Printer/Copier (ink jet style printer) HP Officejet 4315, (1) durable American Flags 4 feet by 6 feet. (4,000) 13 gallon trash bags, (400) 40 gallon trash bags, (180) urinal cakes, (12) white 72" by 48" shower curtains, (20) cases (96 rolls per case) toilet paper min. 1 ply, (14) Gallons Bleach 1%, (15) gallons all purpose cleaner, (6) gallons deodorant equivalent to Zep D03, powerwasher and cleaners, leaf blower. **NOTE:** Equipment models are subject to change. Contractor should check with the Beaver Project Office prior to purchasing the required supplies. **Park Attendant Duties/Responsibilities: This contract is a "Combination Park Attendant" which requires both Fee Attendant and Cleaning Attendant Responsibilities. In addition to all of the duties and requirements listed in the General Park Specifications Park (GPS) Attendants will be required to:** Open and/or close gates two times per shift or as directed, collect day use area fees from the fee booth/gatehouse and issue user permits for the day use area. Attendants will check vehicles within the day use areas for payment of user fees and place notices on vehicles that have not paid or displayed an annual pass. Attendants will monitor day use fee compliance and notify visitors of fee requirements. Fees will be collected using cash or check. Attendants will hand out one 13 gallon trash bag to visitors requesting a trash bag. Contractor will provide one American Flag and raise and lower the American Flag on a daily basis. Contractor will replace flags when they become torn, faded or tattered. **Attendants will be required to close gates one time per shift at 10:00 p.m. and open gates one time per shift at 6:00 a.m. on work days, or as directed.** Contractor will complete a minimum of three full park checks per daily shift. Contractor will prepare and remit fees collected once per shift, once per week or once per each \$5,000 collected via U. S. Mail to the appropriate address lockbox. Park Attendant will remit fees collected through the Prairie Creek Campground Booth computer to the National Recreation Reservation Service (NRRS). Both Park Attendant Contractors will be required to learn and sufficiently operate a personal computer and cash register. Contractor shall maintain the planter beds adjacent to the group shelters in a weed free condition and place and maintain plants supplied by the Government in the beds. Contractor will clean and maintain in a clean condition all areas of the day use park including the roads,

facilities and areas within ten feet of all picnic sites, roads and parking areas per the General Park Sheets. Contractor will power wash each shelter before and after each use. Contractor will check campground facilities and perform emergency cleanings in the campground during cleaning contractor's regular scheduled day off (one day per week), this includes replenishing supplies. Contractor will remove all litter or debris that is visible from a road, campsite or parking area in addition to the ten feet area. Last contract average daily bid price: This is a new position; therefore, no average daily bid price is available. **Work Schedule:** Contract period 01 April through 30 September. Contractor will work Wednesday through Monday. Park Attendant will work days off if day off is the first day of park opening or falls during a holiday period. Park attendant will be on duty to open and operate the fee booth/gatehouse from 11:30 a.m. to 9:00 p.m. As requested by the OPM's representative; in addition to normal booth hour requirements, Park Attendants may be required to open the booth for fee collection during certain Special Event Activities. Maximum days worked for Special Event Activities will be no more than 3 (three) days per contract period. The booth hours of operation during a Special Event Activity will begin no earlier than 6:00 a.m. (park attendant will only be required to open the booth for a maximum of two hours in addition to the normal work time of 11:30 a.m. to 9:00 p.m.) **Note: No separate payment will be made for this service.** There must be two park attendants in the park at all times when the fee booth/gatehouse is open. **Orientation and Computer/Fee Collection Training for Prairie Creek Park will be held at the Beaver Lake Project Office on March 25th, 26th, and 27th, 2009.** Contractors will be notified at a later date the schedule for orientation for 2010 and 2011.

Line Item 0004, 0005 & 0006 Dam Site Lake Cleaning Attendant. Dam Site Lake Park is a heavily visited park with 1 shower house, 4 vault toilets, 1 overlook w/flush restrooms, 48 campsites, 1 trailer dump station, 2 swim beaches, 2 day use areas with 43 picnic sites and 1 group shelter (24'x36'), 2 playgrounds, 2 boat ramps, 1 sand volleyball court, and 1 horseshoe pit. Contractor is responsible for cleaning the campground and all day use areas within Dam Site Lake Park (Cut Off Wall, North, and Overlook Day Use Areas). Dam Site is located 5 miles west of Eureka Springs, Arkansas on State Highway 62 then 4 miles on State Highway 187. Contractor campsite will be available starting March 20th. This contract is for a Cleaning Park Attendant. This contract requires a two person team. Contract period 01 April through 31 October. **Training/Orientation:** All contractors are required to attend two days of orientation. Payment will be made for these days of attendance at the contractor's daily bid rate. Contractor will be required to transport supplies and equipment to Dam Site Lake Park immediately after the conclusion of the training. Contractor will be responsible for care and safeguarding of all equipment. No separate payment will be made for transporting and caring for the equipment. **Checkout:** The first weekday following the conclusion of the annual contract, the contractor will bring all accountable property, supplies and equipment to the project office and checkout. No separate payment for time or travel will be made for this checkout day.

Supplies & Equipment Required to be Furnished by Park Attendant-Quantities are Estimated: (350) 33 Gallon Trash Bags, (80) Urinal Cakes, (10) White, 72" X48" Shower Curtains, (20) Cases (95 rolls per case) of Toilet Paper (1-ply minimum), (15) gallons of 1% Bleach, (15) gallons of All-Purpose Cleaner, (10) gallons of deodorant (equivalent to Zep D03), (1) power washer, (1) leaf blower. **NOTE:** Park Attendants are to supply all supplies to meet the contract specifications. The estimated quantities listed are for bidding purposes only. Contractor should check with the Beaver Project Office prior to purchasing the required supplies. **Park Attendant Duties and Responsibilities: This Contract is a "Cleaning Park Attendant". In addition to all duties and responsibilities listed in the General Park Sheets (GPS)** Contractor will complete one full park cleaning each work day prior to 10:00 a.m. and will perform a minimum of three park cleaning and facility checks per daily shift. Park Attendant contractor will perform one power washing of all facilities weekly or as needed or requested by the Chief Ranger. Contractor will power wash all shelters after each use. Contractor will maintain all areas of the park including the roads, facilities and areas within ten feet of all campsites, roads and parking areas per the General Park Sheets. Contractor will remove all litter or debris that is visible from a road, campsite or parking area in addition to the ten feet area. Contractor will report all repairs needed and vandalism incidents. Contractor will perform two walking inspections per week of the "Bluff" area both the top area and the water side area at Dam Site North Day Use Park and remove all litter that is in the general vicinity. Contractor will maintain

all areas of the park including the roads, facilities and areas within ten feet of all campsites, roads and parking areas per the General Park Sheets. Contractor shall maintain the planter beds adjacent to the showers, in a weed free condition, place and maintain plants supplied by the Government in the beds. Contractor may be required to water any newly planted shrubs or trees. Contractor will remove all litter or debris that is visible from a road, campsite or parking area in addition to the ten feet area. **Contractor will open all day use gates (Overlook, Cut Off Wall, North Park) on each scheduled work day at 6:00 a.m.** Last contract three year average daily bid price: \$72.00 per day. **Work Schedule:** Contract period 01 April through October 31. Contractor will work Thursday through Tuesday. There must be one cleaning park attendant in the park at all times when the fee booth/gatehouse is open. **Orientation for Dam Site Lake Park will be held at the Beaver Lake Project Office on March 25 & 26, 2009.** Contractors will be notified at a later date the schedule for orientation in 2010 and 2011.

Line Item 0007, 0008 & 0009 Horseshoe Bend Campground Park Fee Attendant (B).

Horseshoe Bend Park is a heavily visited park having 159 campsites with electricity, 26 campsites with water and electricity, 3 campsites without electricity, 2 flush and 7 vault toilets (one on road to marina), 3 shower buildings, 2 trailer dump station, 3 group shelters (app. 24 X 36), 1 playground, and 2 (1 lane) launch ramps. It is located approximately seven (7) miles east of Rogers, Arkansas on State Highway "94". Contractor campsite will be available starting March 20th. Training/Orientation: All contractors are required to attend two days of orientation and one day of Computer Training. Payment will be made for these days of attendance at the contractors daily bid rate. Contractor will be required to transport and setup all supplies and all equipment to Horseshoe Bend Park immediately after the conclusion of the training. Contractor will be responsible for care and safeguarding of all equipment. No separate payment will be made for transporting and caring for the equipment. **Checkout:** The first weekday following the conclusion of the annual contract, the contractor will bring all accountable property, supplies and equipment to the project office and checkout. Contractor shall leave the gatehouse in a neat and clean condition. **No separate or additional payment** for time or travel will be made for this checkout day. **Supplies Required to be Furnished by Fee Park Attendant-Quantities are Estimated:** (20 rolls) Scotch type tape, envelopes, (3 reams) copier paper, stapler & staples, pens, pencils, large permanent markers, 6 (six) ink Cartridges for an all-in-one Fax/Printer/Copier (ink jet style printer) HP Office jet 4315, (1) durable American Flags 4 feet by 6 feet, (25 rolls) Citizen Receipt Printer Paper, Model: IDP3551, 3 (three) Citizen Printer Ribbons for IDP 3551. **NOTE:** Equipment models are subject to change. Attendant will supply copier paper and ink for Day Use Attendant to remit fees collected and print weekly reports. Contractor should check with the Beaver Project Office prior to purchasing the required supplies. **Park Attendant Duties and Responsibilities:** In addition to all duties and responsibilities listed in the General Park Sheets (GPS), Attendants will be required to perform the following duties and responsibilities: Post campsite and shelter reservations on a daily basis to show current reservations, collect user fees and issue user permits for both camping and area day use. Attendants will notify the Horseshoe Bend Day Use Attendant of shelter reservations within the Horseshoe Bend Day Use Park. Attendants will check vehicles within the park and day use areas for payment of user fees and place notices on vehicles that have not paid or displayed an annual pass. Attendants will monitor camping and area day use fee compliance and notify visitors of fee requirements. Fees will be collected using credit card, cash, or check. Contractor will provide American Flags and raise and lower the American flag on a daily basis, flags will be replaced when they become torn, faded or tattered. Attendants will check and read traffic counters. Contractor will complete a minimum of three full park checks per daily shift including all day use and camping areas. This park operates within the NRRS (National Recreation Reservation Service) and park attendants will take reservations for all reserveable facilities. Contractor may be required to collect user fees using ENG 4457 permits. Contractor will prepare and remit fees collected once per shift, once per week or once per each \$5,000 collected or as requested via U. S. Mail to the appropriate address lockbox. Both Park Attendant Contractors will be required to learn and sufficiently operate a personal computer using Outdoor Recreation Management Suite (ORMS) software. Park attendant contractors shall maintain the gatehouse and area grounds in a clean condition, including sweeping, dusting, etc. Contractor shall maintain the planter beds adjacent to the fee booth in a weed free condition, and place and maintain plants supplied by the Government in the beds. **Last three-year contract average daily bid price:**

\$83.33. Work Schedule: Contract period 01 April through 31 October. Contractor will work in a rotation of 4 days on duty and 4 days off beginning on the fifth day the park opens until they have worked four days straight. Park Attendant Contractor will follow this rotation for the remainder of the contract period. Park attendant will be on duty to open and operate the fee booth/gatehouse from 10:00 a.m. to 7:00 p.m. Sunday through Thursday, and from 10:00 a.m. to 8:00 p.m. on Friday and Saturday. There must be two park attendants in the park at all times when the fee booth/gatehouse is open. Orientation and Computer Training for Horseshoe Bend Park will be held at the Beaver Lake Project Office on March 25, 26 & 27, 2009. Contractors will be notified at a later date the schedule for orientation in 2010 and 2011.

Line Item 0010, 0011 & 0012 Horseshoe Bend Day Use Fee Attendant. Horseshoe Bend Day Use Park is a part of Horseshoe Bend Park which includes the campground. It is a heavily visited day use area having 2 (two) vault toilets, 2 (two) group shelters (app. 24 X 36), 1 (one) swim beach, 15 picnic sites, 1 (one) playground, (1 lane) launch ramp, 1 sand volleyball, and a marina. It is located approximately ten (10) miles east of Rogers, Arkansas on State Highway "94". Contractor campsite will be available starting April 15th. **Training/Orientation:** All contractors are required to attend two days of orientation and one day of Fee Collection Training. Payment will be made for these days of attendance at the contractor's daily bid rate. Contractor will be required to transport and setup supplies and equipment to Horseshoe Bend Park immediately after the conclusion of the training. Contractor will be responsible for care and safeguarding of all equipment. No separate payment will be made for transporting and caring for the equipment. **Checkout:** The first weekday following the conclusion of the annual contract, the contractor will bring all accountable property, supplies and equipment to the project office and checkout. No separate payment for time or travel will be made for this checkout day. **Supplies Required to be Furnished by Fee Park Attendant-Quantities are Estimated:** (15 rolls) Scotch type tape, envelopes, (2 reams) copier paper, stapler & staples, pens, pencils, large permanent markers, ink Cartridges for an all-in-one Fax/Printer/Copier (ink jet style printer) HP Officejet 4315, (1) durable American Flags 4 feet by 6 feet. **NOTE:** Equipment models are subject to change. Contractor should check with the Beaver Project Office prior to purchasing the required supplies. **Park Attendant Duties/Responsibilities:** In addition to all duties and responsibilities listed in the General Park Sheets (GPS), collect day use area fees from the fee booth/gatehouse and issue user permits for the day use area. Attendants will check vehicles within the day use areas for payment of user fees and place notices on vehicles that have not paid or displayed an annual pass. Attendants will monitor day use fee compliance and notify visitors of fee requirements. Fees will be collected using cash or check. Contractor will provide one American Flags and raise and lower the American flag on a daily basis. Flags will be replaced when they become torn, faded or tattered. Contractor will complete a minimum of **three full park checks** by foot and vehicle per daily shift. Contractor will prepare and remit fees collected once per shift, once per week or once per each \$5,000 collected via U. S. Mail to the appropriate address lockbox. Park Attendant will remit fees collected through the Horseshoe Bend Campground Booth computer to the National Recreation Reservation Service (NRRS). Both Park Attendant Contractors will be required to learn and sufficiently operate a personal computer using Outdoor Recreation Management Suite (ORMS) software and will be required to learn and sufficiently operate a cash register. Park attendant contractors shall maintain the gatehouse and area grounds in a clean condition, including sweeping, dusting, etc. Contractor shall maintain the planter beds adjacent to the fee booth in a weed free condition and place and maintain plants supplied by the Government in the beds. Last contract average daily bid price was \$60.00. **Work Schedule:** Contract period 01 May through 10 September. Contractor will work Wednesday through Monday. Park attendant will be on duty to open and operate the fee booth/gatehouse from 11:00 a.m. to 7:00 p.m. Monday through Friday and 11:00 a.m. to 9:00 p.m. on Saturday and Sunday. As requested by the OPM's representative; in addition to normal booth hour requirements, Park Attendants may be required to open the booth for fee collection during Special Event Activities. Maximum days worked for Special Event Activities will be no more than 3 (three) days per contract period (May 1 thru Sept 10). The booth hours of operation during a Special Event Activity will begin no earlier than 6:00 a.m. and work no more than and additional two hours in this assignment. **Note: No separate payment will be made for this service.** There must be two park attendants in the park at all times when the fee booth/gatehouse is open. **Orientation and Computer/Fee Collection Training for Horseshoe Bend Park will be held at the Beaver Lake Project Office on April**

22nd, 23rd, and 24th, 2009. Contractors will be notified at a later date the schedule for orientation for 2010 and 2011.

Note: Horseshoe Bend Fee Booth Attendants A and B will collect and remit fees for the Horseshoe Bend Day Use Area from September 11th until October 31st. Horseshoe Bend West Cleaning Attendant will clean the Horseshoe Bend East Park per normal specifications once the East Cleaning Attendant ends his/her contract period and will continue to do so until October 31st. No additional monies will be paid for this work.

*****Park Attendants A and B at Prairie Creek and Hickory Creek Parks will work in a rotation of 4 days on duty and 4 days off duty. Park Attendant A will work from the first day the park opens. The park attendant finishing the fourth consecutive day of work will be on call on the last day of work until midnight. The park attendant beginning the first day of the 4 day rotation will be on call from one minute after midnight on the first day of the rotation until midnight the last day of their four day rotation.**

III. TRAINING AND ORIENTATION: All contractors/park attendants are required to attend a 2-day or 3-day orientation/training session at the Beaver Lake Project Office. This will be the first regular workdays and will be paid at the daily price submitted. This orientation will discuss the park attendant procedures and policies, National Recreation Reservation Service, credit card collection, and provide training for the operation of the computerized registration and reservation system.

IV. AREA SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Little Rock District General Specifications for Park Attendant Services. It is important to read and understand both the General Specifications and the SPS.

A. PARK INSPECTIONS: Make a minimum of three (3) tours per day through the park or parks to update campsite vacancy lists, notify newly arriving campers of registration and fee requirements, note any damaged or vandalized facilities, or potential problems in the park or parks unless otherwise specified or instructed. When a complaint, emergency or repair problem is reported, contractor will gather information and make an initial physical inspection to provide additional information to the Ranger staff.

B. CLOSING/OPENING GATES AND FACILITIES: Where gates exist nightly closure at 10:00 p.m. and morning open at 6:00 a.m. as noted in the SPS, by the contractor. No early closing or late opening of gates shall be conducted by the contractor unless otherwise instructed by the Chief Ranger.

C. CLEANING AND MAINTENANCE: Cleaning will be inspected on a random basis and the findings will be discussed with the contractor.

D. OTHER SPECIAL CONDITION/REQUIREMENTS: As noted in the SPS.

V. ADDITIONAL CONTRACTOR FURNISHED EQUIPMENT/SUPPLIES: Personal telephone number during the contract period. See SPS sheets.

VI. ADDITIONAL GOVERNMENT FURNISHED REQUIREMENTS/SUPPLIES:

VII. ADDITIONAL INFORMATION: All bidders should contact Park Ranger Landon Thurman or Michael Richards at 479-636-1210 ext. 0 for any clarification or questions related to this solicitation. Prospective contractors are urged to inspect the areas they are interested in operating and bidding on before they submit a bid, in order to become familiar with the size and scope of the area and required duties.

MOUNTAIN HOME PROJECT OFFICE

NORFORK LAKE

I. NUMBER OF CONTRACT POSITIONS: This SPS is for one (1) contract at **Henderson Park**.

RFQ LINE ITEM REFERENCE #

Line Item 0013, 0014 & 0015 Henderson Park is a moderately visited park with 38 campsites with electricity, flush and vault toilets, showers, trailer dump station, group shelters, launch ramp, and marina. The park is located approximately eight (8) miles east of the town of Mountain Home, Arkansas on State Highway 62/412. One tour of the park is approximately one (1) mile. A two-way distance to the nearest post office is approximately two (2) miles. **Henderson Park is not an NRRS park all collections and transmittals will be hand written. There is no computer hardware in this park gatehouse. There are no reservations other than the group shelter accepted at this park.** Contract period 01 April through 30 September. From April 01 to 31 May, five (5) days per week, eight (8) hours per day (10:00 a.m. to 6:00 p.m.) actual on-duty time with Tuesday and Wednesday as non-work days. From 01 June to 31 July, six (6) days per week, ten (10) hours per day (10:00 a.m. to 8:00 p.m.) with Tuesday as the non-work day. From 01 August to 30 September, five (5) days per week, eight (8) hours per day (10:00 a.m. to 6:00 p.m.) on Sunday, Monday, and Thursday, ten (10) hours per day (10:00 a.m. to 8:00 a.m.) on Friday and Saturday actual on-duty time with Tuesday and Wednesday as non-work days. **Park Attendant Orientation for Henderson Park will be held on March 25, 26 2009 at the Mountain Home Project Office.**

NOTE: A separate bid must be submitted for each contract you are interested in, by entering a bid on the corresponding line item number on this project's enclosed Request for Quotation (SF18). Job duties and responsibilities and other terms and conditions listed in this SPS are the same for each contract except for the work schedule.

II. HOURS OF WORK: All park gatehouses will be open for twelve (12) hours on the following observed Federal holidays: Memorial Day, Fourth of July, and Labor Day. Hours of operation on Federal Holidays will be 10:00 a.m. to 10:00 p.m.

Duty and call time include all hours from 6:00 a.m. the first day of each work period through 6:00 a.m. of the day following the last workday. The contractor must have at least one person available in the park during these hours and two persons are required to work in the gatehouse during peak times. Tours of duty may be changed with one week's advance notice to the contractor.

III. TRAINING AND ORIENTATION: All contractors/park attendants are required to attend an orientation session at the Mountain Home Project Office. Orientation shall be 8:00 a.m. - 5:00 p.m., 25 March through 26 March 2009. These will be the first regular workdays and will be paid at the daily price submitted. This orientation will discuss the park attendant procedures and policies, National Recreation Reservation Service, credit card collection, and provide training for the operation of the computerized registration and reservation system.

IV. AREA SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Little Rock District General Specifications for Park Attendant Services. It is important to read and understand both the General Specifications and the SPS.

A. APPROVED USER FEE COLLECTION AND PROCESSING: Collect and transmit all user fees such as camping, day use, golden age passports, and special use. Attendant will work with all aspects of the National Recreation Reservation Service. Responsibilities include receiving telephone calls, recording data, and updating campsite and shelter information daily. The computer will be used for all aspects of the park program. The contractor shall transmit all fees as directed and includes, but is not limited to the following items:

- a. Prepare transmittal forms
- b. Tabulate fees collected
- c. Provide postage and envelopes to mail transmittal forms
- d. Use postal money orders or cashier's checks only to transmit collected cash. Postal money orders are available from post offices at a charge of \$.95 per money order for up to \$700.00. Additional money orders must be purchased for any amounts over \$700.00. Corporate or personal checks from the contractor will not be accepted in lieu of postal money orders or cashiers checks.
- e. Fees will be transmitted once per week or when collections total \$1,000.00. Minimum out-of-pocket expenses will be \$2.50 per mailing. Separate payment will not be made for postage, time spent banking, expenses, transportation costs associated with fee transmittal, making copies of transmittals, or time spent preparing, transporting, and mailing transmittal forms. **Compensation for these items must be included as part of the contractor's bid price.**

B. PARK INSPECTIONS: Make a minimum of two (2) tours per day through the park or parks to update campsite vacancy lists, notify newly arriving campers of registration and fee requirements, note any damaged or vandalized facilities, or potential problems in the park or parks unless otherwise specified or instructed.

C. CLOSING/OPENING GATES AND FACILITIES: None

D. CLEANING AND MAINTENANCE: None beyond the General Specifications.

E. PET POLICY: Pets are permitted in accordance with the General Specifications.

F. DRESS CODE: Contractor shall wear an identification tag while on duty.

G. OTHER SPECIAL CONDITION/REQUIREMENTS: No personal electronic devices other than a small portable radio are allowed in project gatehouses without written approval from Lake Manager. **Henderson Park is not a NRRS park, all collections and transmittals will be handwritten. There is no computer hardware in the gatehouse. There are no reservations other than the group shelter accepted in this park.**

V. ADDITIONAL CONTRACTOR FURNISHED EQUIPMENT/SUPPLIES: See Appendix A, attached.

VI. ADDITIONAL GOVERNMENT FURNISHED REQUIREMENTS/SUPPLIES: An 8' X 8' storage building.

VII. ADDITIONAL INFORMATION: All bidders should contact Park Ranger Kelley Hurst at 870-425-2700 ext. 121 to arrange for a tour of the park(s) and explanation of the job duties and requirements. Prospective contractors are urged to inspect the areas they are interested in operating and bidding on before they submit a bid, in order to become familiar with the size and scope of the area and required duties.

BULL SHOALS & NORFORK LAKES
APPENDIX A
PARK ATTENDANT SUPPLY LIST

These items are required to be furnished by the contractor on an as needed basis to perform required duties.

CLEANING SUPPLIESSUGGESTED QUANTITY NEEDED

Window Cleaner	2 quarts
General Purpose Cleaner	2 quarts
Floor Cleaner	2 quarts
Broom	1 each
Mop	1 each
Paper Towels	6 rolls

MISCELLANEOUS

Pencils	12 each
Ball Point Pens (black only)	24 each
Tube Marker, felt tip (red)	12 each
Stapler	1 each
Staples	1 box
Scotch Tape 1/2 in.	5 each
Trash Bags, 6 gal. 125/case	1 case
*Trash Bags, 32 gal. 125/case	2 case
Rubber Bands 250/box	1 box
Thumb Tacks 50/box	1 box
Paper Clips 250/box	1 box
Note Pads, (Post-it-Notes) are recommended	6 pads
Fee Envelopes, Legal	1 box
Fee Envelopes, 9" X 12"	40 each
Flash Light	1 each
Wasp Spray	2 can
Master Lock (Case Hardened Steel)	2 each

*Optional and only required if contractor request a 32 gallon trash can from the Corps of Engineers.

GREERS FERRY LAKE

Line Item 0016, 0017 & 0018 Choctaw Park Fee Attendant (B), Greers Ferry Lake is a highly visited park having 146 campsites total (78 with electricity) with paved turnouts, flush and vault toilets, showers, trailer dump station, group shelter, playground, 2 launching lanes, and marina. It is located approximately four (4) miles west of the town of Choctaw, Arkansas on State Highway 330. One tour of the park is approximately 1.8 miles.

Line Item 0019, 0020, 0021, 0022, 0023 & 0024 Dam Site Park (A) and (B) (Day Use Area), Greers Ferry Lake is a highly visited Day Use Area with 300 parking slots, 40 boat trailer parking slots, flush toilets, 2 group shelters, swimming area and one 4-lane launch area. Position requires a two-person team. It is located on the east side of Heber Springs, Arkansas on State Highway 25-B. One tour of the Day Use Area is approximately one (1) mile.

Line Item 0025, 0026 & 0027 John F. Kennedy Park, Greers Ferry Lake is a highly visited park with 74 campsites with electricity (13 have individual water hookups) with paved turnouts, flush and vault toilets, showers, trailer dump station, group shelter, playgrounds, swim beach, and a one lane launch area. It is located just three (3) miles east of the city of Heber Springs, Arkansas off State Highway 25. One tour of the park is approximately 1.8 miles.

NOTE: Job duties and responsibilities and other terms and conditions listed in this SPS are the same for each position except for the work schedule.

I. HOURS OF WORK: Shifts are 8 to 12 hours in length and will be worked at predetermined times between the hours of 8 a.m. and midnight. An exact schedule will be furnished at orientation.

II. TRAINING AND ORIENTATION: **Orientation and government furnished training will occur at the beginning of the contract period and will be conducted at the Greers Ferry Lake Project Office. You will be contacted with specific times and dates.**

III. AREA-SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Little Rock District General Specifications for Park Attendant Services. It is important to read and understand both the General Specifications and the SPS).

A. PARK INSPECTIONS: Contractor will make a minimum of three inspection tours of the entire park each shift to observe general conditions including condition of restrooms, check payment of camping fees and update records of occupied sites. This may require use of the contractor's vehicle, moped, or bicycle (golf carts or ATVs are not allowed). Tours should be made at the beginning, middle and end of each shift. Reservable campsite status sign(s) will be updated within one hour of the beginning of each shift and one (1) hour prior to end of shift.

B. LAWN, LIVING AREA AND GATEHOUSE MAINTENANCE: Park Attendant will be responsible for maintaining the lawn and living area in neat, clean appearance. Lawn will be mowed to maintain grass heights at 4-inch maximum, 2-inch minimum. If rainfall is less than 1 inch per week, lawn and plants will be watered to provide adequate moisture. All grounds will be policed daily and all litter placed in appropriate receptacles. Areas to be mowed and maintained do not exceed one half acre. The Project Office will determine exact limits. Contractor will place trash generated at living area in dumpsters provided in the park. The gatehouse, both interior and exterior, shall be kept clean and orderly at all times as determined by the Operations Project

Manager or his authorized representative. The Operations Project Manager or his authorized representative shall determine the determination of what is "clean and orderly".

C. DRESS CODE: Attendants will wear clothes that are suitable for meeting the public. Clothes such as overalls, old work clothes, short-shorts, "cut-offs" will not be worn. A Corps of Engineers-supplied identification nametag, vest and hat/visor (if provided) will be worn at all times while on duty.

D. OTHER SPECIAL CONDITIONS/REQUIREMENTS: Park Attendants will be required to perform spot cleaning duties in addition to fee collection services. The spot cleaning duties include non-routine cleaning of restrooms on an as needed basis. Supplies will be government furnished.

VI. ADDITIONAL CONTRACTOR-FURNISHED EQUIPMENT/SUPPLIES: Contractor will furnish the following:

A. A presentable self-contained recreational vehicle (RV) to be parked at a location designated by the Project Office.

B. All hoses cables and fittings necessary to connect the RV to any desired utilities.

C. Lawnmower and related tools and equipment such as gasoline, oil, water sprinklers and water hoses to accomplish maintenance and mowing of the contractor living area.

D. All equipment and supplies needed to accomplish direct fee transmittal.

E. Gatehouse administrative supplies, including but not limited to: ink pens; pencils; writing tablet; letter and legal size clipboards; paper towels; thumbtacks; paper clips; staples and stapler; ruler; rubber bands; envelopes; trash can and bags for personal use; broom; detergents for windows, walls, shelves and floors; mop and bucket; fly swatter; flashlight; fan; wasp and hornet spray and ant and roach powder (all chemicals used by the contractor must receive prior approval from the Project Office).

VII. ADDITIONAL GOVERNMENT-FURNISHED EQUIPMENT/SUPPLIES: Cleaning supplies for spot cleaning of restrooms.

VIII. ADDITIONAL INFORMATION: All bidders should contact Park Ranger Joe Harper at 501-362-2416 to arrange for a tour of the park(s) and explanation of the job duties and requirements. Prospective contractors are urged to inspect the areas they are interested in operating and bidding on before they submit a bid in order to become familiar with the size and scope of the area and required duties.

PINE BLUFF PROJECT OFFICE

I. NUMBER OF CONTRACT POSITIONS: This SPS is for one (1) contract **Wilbur D. Mills Parks**. Positions require a two-person contract team.

RFQ LINE ITEM REFERENCE #

Line Item 0028, 0029 & 0030 Wilbur D. Mills Park is a moderately visited park having 21 sites with electricity and water, one waterborne restroom with showers and a double lane boat launching ramp. It is located approximately 14 miles south of Gillett and 17 miles north of Dumas, Arkansas. One tour of the park is less than one (1) mile. Round trip distance to the nearest post office is approximately thirty (30) miles. A work week will consist of 5 days of work (Thursday, Friday, Saturday, Sunday and Monday), with two (2) days off. At least one contractor shall be either in the gatehouse or visible to the visiting public between the hours of 10:00 a.m. to 10:00 p.m. on Friday and Saturday and 10:00 a.m. to 8:00 p.m. on Sunday through Thursday (except on scheduled days off). **Training for Wilbur D. Mills Park will be conducted on February 26.** The last contract daily bid price was \$60.00 **for fee attendant duties only.**

II. HOURS OF WORK:

A. Fee Attendant: The contractor shall maintain 24-hour surveillance within the park on all days of work which includes weekends and Federal holidays. A day consists of 10-12 hours actual on-duty time by at least one contractor and 12-14 hours availability when not on duty. Tours of duty may be changed with one week's advance notice to the contractor.

B. COMBINATION ATTENDANT: In addition to the Fee Attendant hours, the combination attendant will perform a minimum of two cleanings each scheduled workday. The first cleaning will be performed between the hours of 6:00 a.m. and 8:00 a.m. and the second cleaning between the hours of 4:00 p.m. and 6:00 p.m. The contractor will be responsible for emergency cleaning and other duties as specified below throughout the work period including on-duty and on-call time.

III. TRAINING AND ORIENTATION: All contractors are required to attend training/orientation at the Pine Bluff Project Office. Training/orientation will be held at 9:00 a.m., February 26, 2009. This will be considered a workday and the contractor will be paid at the daily price submitted. The orientation will discuss the park attendant procedures and policies, National Recreation Reservation Service, credit card collection, and provide training for the operation of the computerized registration and reservation system.

IV. AREA SPECIFIC PROVISIONS AND REQUIREMENTS; (Note: The following provisions and requirements are in addition to those stated in the Little Rock District General Specifications for Park Attendant Services. It is important to read and understand both the General Specifications and the SPS).

A. PARK INSPECTIONS: Make a minimum of three (3) tours per day through the park to update campsites vacancy lists, notify newly arriving campers of registration and fee requirements, note any damaged or vandalized facilities, or potential problems in the park unless otherwise specified or instructed.

B. CLOSING/OPENING GATES AND FACILITIES: Park gates will be closed nightly at 10:00 p.m. and open at 6:00 a.m. each morning

C. DRESS CODE: Contractors will be required to wear a navy blue polo or button-up style shirt, short or long sleeved, khaki pants and a name plate, which will be provided, while performing duties within the park.

D. ADDITIONAL CLEANING REQUIREMENTS

1. Fee Attendants: At times when the park cleanup contractor is not scheduled to work, the contractor shall pick up litter and debris in and around boat ramp and restrooms. Mop and disinfect restrooms and showers and replenish toilet tissue. Sweep floors and dust in Display Building. The contractor shall rake the gravel each day around the playground equipment to keep it contained inside the timber curbs, and remove all debris and litter inside and around timber curbs. Debris and litter includes, but is not limited to glass, paper, cans, bottles, leaves, twigs, tree limbs, grass and weeds.

2. Combination Attendants: Additional cleaning requirements not included in the General Specification but are applicable.

A. Rocks, dead animals or other debris on boat ramps or roadways are to be removed to an inconspicuous area.

B. Interiors of restrooms and showers, canopies and tables, shall be power sprayed at least twice monthly beginning the first week of the contract period to spray down nest, spider webs and dirt. Extreme care must be taken to prevent damage to the painted surfaces, wooden surfaces, electric switches, light fixtures and fans. All standing water on horizontal surfaces shall be immediately removed. Water shall not be allowed to enter light receptacles or switch housings.

E. OTHER SPECIFIC CONDITION/REQUIREMENTS:

1. Read vehicle traffic counter on the first day of each month and relay information by telephone. Check traffic counter twice monthly for proper operations.

2. Perform surveys as requested by the project office.

3. Maintain daily log of all park tours, incidents, complaints or any other information requested by the project office.

V. ADDITIONAL CONTRACTOR FURNISHED EQUIPMENT/SUPPLIES:

1. Fee Attendant: Furnish, but not limited to the following items. All rakes, mops, brooms, tools, materials, cleansers, disinfectants, and supplies needed to perform all specified cleaning services. Flashlights, batteries, rain gear, transportation and telephone for personal use if desired.

2. Combination Attendant: In addition to the tools listed above for the fee attendant, the combination attendant will furnish, but not limited to the following items; paper towels, window cleaner, toilet bowl cleaner, disinfectant cleaner, floor cleaner, deodorizer, lime remover, bleach, urinal cakes. The Government will furnish toilet paper and trash bags.

VI. ADDITIONAL GOVERNMENT FURNISHED REQUIREMENTS/SUPPLIES: Solid waste container and solid waste pickup service. All forms, receipts and other supplies necessary for collection and safeguarding of user fees.

VII. ADDITIONAL INFORMATION: For information, arrange for a tour of parks or explanation of the job duties and requirements, all bidders should contact Park Ranger Daren Olson at 870-548-2291 for Merrisach Lake and Wilbur D. Mills Parks or Park Ranger Sylvester Jackson at 870-534-0451, ext. 111 for Rising Star Park. Prospective contractors are urged to inspect the areas they are interested in operating and bidding on before they submit a bid, in order to become familiar with the size and scope of the area and required duties.

RUSSELLVILLE PROJECT OFFICE

SPRINGHILL PARK

I. NUMBER OF CONTRACT POSITIONS: This SPS is for one (1) contract at Springhill Park.

Line Item 0031, 0032 & 0033 Springhill Park has forty-three (43) camping sites with electricity and water, two (2) showers/flush toilets, three (3) toilets, six (6) pavilion, one (1) trailer dump stations, two (2) boat launch ramps, and two (2) playground. **Springhill Park** is located two (2) miles north of Barling on Highway fifty-nine (59) at Lock 13, James W. Trimble in Sebastian County. This park is in the National Reservation System. The contract period 01 March 2009 through 31 October 2011 five (5) days per week, twelve (12) hours a day. The 2008 bid for this park was \$59.00.

II. HOURS OF WORK: Contractors is required to work in the gate house from 9:00 a.m. to 9:00 p.m. Two persons are required to work in the gatehouse during peak times. Contractor may be required to work on the all observed Federal holidays. Contractors may also be required to work extra days preceding or following these holidays if it is deemed necessary by the Park Manager. All extra work days will be twelve (12) hours per day. Duty and on-call time include all hours from 6:00 a.m. the first day of each work period through 6:00 a.m. of the day following the last workday. The contractor must have at least one person available in the park during these hours. Regular non – work days are Tuesday and Wednesday of each week.

III. TRAINING AND ORIENTATION: Both contractors are required to attend an orientation session at the Russellville Project Office. This will be the first regular workday and will be paid at the daily price submitted. This orientation will discuss the park attendant procedures and policies, National Recreation Reservation System, credit card collection, and provide training for the operation of the computerized registration and reservation system. **Orientation for Springhill Road Park will be 2 days mandatory training these dates will be scheduled after the contract has been rewarded. Dates for 2010, 2011 orientations will be disclosed at a later date.**

IV. AREA SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Little Rock District General Specifications for Park Attendant Services. It is important to read and understand both the General Specifications and the SPS.

A. PARK INSPECTIONS: Make a minimum of two (2) tours per day through the park to update campsite vacancy lists, notify newly arriving campers of registration and fee requirements, note any damaged or vandalized facilities, or potential problems in the park or parks unless otherwise specified or instructed.

B. CLOSING/OPENING GATES AND FACILITIES: The park will be closed at 10:00 p.m. nightly and reopened at 6:00 a.m. each morning. Close facilities (flush toilets, campsites, and pavilions) when plumbing and/or electrical problems are detected, reported, or as directed by the Park Manager.

C. CLEANING AND MAINTENANCE: None beyond the General Specifications.

D. UNIFORM: Contractor is required to wear a plain, royal blue, polo or button up style shirt with collar and long pants or slacks. Uniforms will be furnished by the contractor.

E. REQUIREMENTS: The contractor shall be a two (2) person adult team (Park Attendants) who are both physically and mentally capable of performing the duties specified here in the specific park sheet (SPS) for the duration of the contract period.

F. PET POLICY:

1. The contractor will be subject to all regulations governing the public use of lands and waters of the project except those that are specifically waived under this contract.
2. Dog pens, horse corrals, poultry cages, or similar facilities for pets or raising of animals are prohibited. Pets are not permitted in or in close proximity of the fee booth. Pets will be kept on a leash no longer than six- (6) foot, or confined at all times. Pet habitation areas must be kept clean at all times. **NO EXCEPTIONS.**

G. CONDITIONS:

1. The work areas on which work is to be performed under this contract and the land and water areas adjacent thereto will be preserved in their present condition.
2. The Contractor will be responsible for restoring any Government facilities or structures damaged as a result of his/her operation. Reasonable care will be used to avoid damage to existing structures, equipment and vegetation in the campground and other areas of operation. Any such damage will be repaired or replaced at no cost to the Government. If the Contractor does not make such repairs or replacement, the cost thereof will be deducted from payments. The Contractor will advise the Park Manager of any damage due to vandalism or other causes as soon as possible.
3. Before final payment is made, the Contractor will remove from the area of operation all equipment and unused materials, waste, trash, etc.
4. Assist campers in locating campsites and with answering questions relative to the project area when asked while performing park duties.
5. Maintain in writing all records and data deemed necessary by the Contracting officer for proper administration.
6. Report to Corps Rangers any lost and found items and assist with filling out lost and found receipts. Tag the found item, and keep in the park until the park closes.
7. Become familiar with the lake recreation areas, facilities, programs and regulations in order to disseminate accurate information to the visiting public when asked while performing park duties.
8. Exercise tact, diplomacy and courtesy at all times while performing park duties.
9. Notify Park Rangers on duty immediately of actual or potential violations and disturbances.
10. Will not attempt to apprehend violators, and will not, except in extreme emergencies, contact local law enforcement agencies when rangers are on duty. Contractor is to notify a Corps Ranger immediately of such emergencies.
11. Promptly, accurately and completely report to Corps Rangers all accidents, incidents, and situations that could adversely affect the health and safety of visitors.
12. Contractors will not make their own rules for the campground. They will report all infractions of established Corps of Engineers regulations to Corps Rangers on duty.

13. Submit a written critique to the Park Manager regarding the specifications of this contract, changes needed in the park attendant duties or any other aspect of the fee collection program. This will be submitted upon request of the Park Manager. The Park Manager will furnish critique format.

14. Contractor will not develop an attitude of possessiveness toward the campground. Our campgrounds belong to the public. Pride in the area, however, is welcomed and encouraged.

15. The Contractor will cooperate with the Government employees and other contractors hired by the Government.

V. ADDITIONAL CONTRACTOR FURNISHED EQUIPMENT/SUPPLIES:

1. A hard sided self contained R.V. unit. The size of the R.V. unit may be limited by the size of the attendant campsite pad. Most pads will accommodate up to 35 feet in length.

2. A transportation vehicle to perform the requirements of the contract. Minimum state required liability insurance must be carried. All motor vehicles and operators will comply with all state laws such as licensed operators, and vehicle safety equipment.

3. See Appendix A, attached.

VI. ADDITIONAL GOVERNMENT FURNISHED REQUIREMENTS/SUPPLIES: Storage building.

VII. ADDITIONAL INFORMATION: All bidders should contact Park Manager Scott Fryer at 501-329-2986 to arrange for a tour of the park and explanation of the job duties and requirements. Prospective contractors are urged to inspect the areas they are interested in operating and bidding on before they submit a bid, in order to become familiar with the size and scope of the area and required duties.

SPRINGHILL
APPENDIX A
PARK ATTENDANT SUPPLY LIST

These items are required to be furnished by the contractor on an as needed basis to perform required duties.

CLEANING SUPPLIES**SUGGESTED QUANTITY NEEDED**

Window Cleaner	2 quarts
General Purpose Cleaner	2 quarts
Broom	1 each
Paper Towels	6 rolls

MISCELLANEOUS

Pencils	12 each
Ball Point Pens (black only)	24 each
Tube Marker, felt tip (red)	12 each
Tube Marker, felt tip (black)	12 each
Clipboard, Letter size	2 each
Stapler	1 each
Staples	1 box
Scotch Tape 1/2 in.	5 each
Trash Bags, 6 gal. 125/case	1 case
Rubber Bands 250/box	1 box
Thumb Tacks 50/box	1 box
Paper Clips 250/box	1 box
Note Pads, (Post-it-Notes) are recommended	6 pads
Fee Envelopes, Legal	1 box
Fee Envelopes, 9" X 12"	40 each
Flash Light & Batteries	1 each

TABLE ROCK LAKE PROJECT OFFICE

I. POSITIONS OPEN: Relief Attendant

RFQ LINE ITEM REFERENCE #

Line Item 0034, 0035, 0036 Relief Attendant may perform work in any of the above contracts as a fill in when needed. Cleaning supplies, if needed, will be supplied by the contractor being relieved. Relief Attendant will be required to provide their own basic office supplies as listed in the GS for Fee Attendants. Since Fee Attendants duties may be required, the contractor must provide for the required bond and two-person contractor team (see GS, general information section, for clarification). Relief attendant is required to be an experienced, proficient NRRS "ORMS" user. Contractor must be available to work holiday weekends. Contractor must be able and willing to mobilize his/her camping unit on short notice to relieve other contractors as requested. Government reserves the right to hire another contractor to replace a contractor who is unable to fulfill his/her contract for a period of more than 2-weeks. In such instances the Government is not required to use the relief attendant contract. Contract period is April 1 – October 31, no guaranteed days. Last contract daily bid price for this position was \$84.50.

NOTE: A separate bid must be submitted for each contract you are interested in, by entering a bid on the corresponding line item number on this project's enclosed Request for Quotation (SF18). Job duties and responsibilities and other terms and conditions listed in this SPS are the same for each contract except for the work schedule.

II. HOURS OF WORK: All park gatehouses will be open regular hours and cleaning attendants will have normal duty on observed Federal holidays: Memorial Day, Fourth of July, Labor Day, and Columbus Day. On-duty hours for fee attendants and booth hours for all parks (excluding Dewey Short Visitor Center) are each work day from 9:00 a.m. to 7:00 p.m. (Park Opening till May 15 and September 15 to Park Closing), 9:00 a.m. to 7:00 p.m. Sunday through Thursday (May 15 – September 15), 9:00 a.m. to 8:00 p.m. Friday and Saturday (May 15 – September 15). Any contractor with fee attendant duties must have two persons in the park during all booth hours, unless approved by the Chief Ranger. On-duty hours for cleaning contractors are 6:00 a.m. – 6:00 p.m. Monday through Sunday. On-call time for all park attendants include all hours from 6:00 a.m. the first day of each work period through 6:00 a.m. of the day following the last workday. When on-call hours extend beyond Duty hours, the contractor is required to have at least one person who can be reached via phone or pager to respond within 30 minutes of a Corps staff call. Phone/pager number will have to be provided to the Table Rock Lake Project Office staff during orientation. Tours of duty may be changed with one week's advance notice to the contractor. **Contractor will be required to check-out at the project office the day after their contract concludes; no separate payment will be made for travel or time for these activities.**

III. TRAINING AND ORIENTATION: All contractors are required to attend approximately 2 days of campground management pre-work orientation at the Project Office, or where otherwise specified, before the beginning of the work period. All contractors with Fee Booth duties are required to attend 1 to 4 days of NRRS computer training. The number of days of computer training will depend on past experience. The Program Manager will determine the specific dates of the pre-work orientation. The contractor will be notified prior to date. The Program Manager will also determine this date and the contractor will be notified of the specific date and time. Payment will be made for attendance of this pre-work orientation and computer training, at the contractors daily bid rate.

At the conclusion of the orientation training, contractors may be required to transport all computer equipment to the park they contracted for. **No separate payment will be made for travel or time for these activities.**

IV. FEE ATTENDANT AREA SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Little Rock District General Specifications for Park Attendant Services. It is important to read and understand both the General Specifications and the SPS.)

Cleaning Attendants (with no booth duties) only require one person.

A. PARK INSPECTIONS: Contractor will perform park surveillance a minimum of once every two- (2) hours. Surveillance rounds should begin just prior to or in conjunction with the opening booth hours. The last round should be completed prior to closing the booth allowing time for users to come to the booth and pay any fees owed. Surveillance rounds include but are not limited to performing campsite checks to make contact with unregistered campers, ensuring reserved sites are marked as reserved, noting any damaged or vandalized facilities, noting potential problems, posting violation notices for failure to pay required use fees, and to make contact with the park users while promoting visitor assistance. Contractor shall record all surveillance round times and information gathered in the Corps provided patrol log book. The contractor will also perform light maintenance cleaning during surveillance rounds as defined in section "C" CLEANING AND MAINTENANCE.

B. CLOSING/OPENING GATES AND FACILITIES: Where gates exist nightly closure at 10:00 p.m. and morning open at 6:00 a.m. by the contractor. The only areas with gates are Cricket Creek Park, Moonshine Beach Recreation Area, and the Dewey Short Visitor Center.

C. CLEANING AND MAINTENANCE: In addition to the general specifications, the fee attendant shall ensure the ceiling fans, air conditioner filters, and all computer equipment is maintained in a clean manner. Fee attendants will maintain clean interior and exterior light fixtures. The fee attendant will supply tools needed to accomplish this light cleaning. Weekly maintenance and inspection of the well house is required: well house ceiling, walls, and floor should be kept clean of debris, dead insects, and spider webs. Contractor to supply tools needed for this light cleaning. Daily testing of the water distribution system is required; in many cases this can be performed at the contractor's kitchen sink; however, if the park has two wells, a second location within the park may have to be chosen. Schooling, Reagents and testing materials will be provided by the government at no cost to the contractor.

D. OTHER SPECIAL CONDITION/REQUIREMENTS: Personal computers, other than the government provided equipment, will not be allowed in the park booth at any time. No television antennas or satellite receivers will be allowed installed on the booth or any project structure or feature. Contractor will be required to wear a navy blue polo or button-up style shirt, short sleeved or long sleeved, and provided nametag any time the contractor is performing duties with-in the campground or park booth. If the contractor wishes to wear a hat while performing duties with-in the campground, they must wear the provided ball cap. No hat should be worn in the park booth.

V. CLEANING ATTENDANT AREA SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Little Rock District General Specifications for Park Attendant Services. It is important to read and understand both the General Specifications and the SPS.)

A. PARK SCHEDULE AND INSPECTIONS: The Contractor will clean a minimum of two times per day, each scheduled work day, during the entire contract period (except Moonshine Beach). One cleaning will be performed between the hours of 6:00 a.m. and 8:00 a.m. and the second cleaning will be performed between the hours of 4:00 p.m. and 6:00 p.m. The contractor will be responsible for emergency cleaning and other duties as specified below throughout the work period including on-duty and on-call time. The attendant is required to check the facilities a minimum of every two hours, during on-duty hours. For attendants with cleaning duties only, during the specific range of on-duty hours from 9:00 a.m. and 4:00 p.m. the attendant may leave the park for short periods of time to attend

to personal business, but must be available via provided phone number and respond within 15 minutes of receiving a request from a Corps employee.

Moonshine Beach: Perform 1 major cleaning between the hours of 9:00 p.m and 9:00 a.m. Along with the requirements in the LRD Specifications for cleaning, Moonshine Beach cleaning attendant will also be required to clean the outside shower drain with a hose, daily.

B. CLOSING/OPENING GATES AND FACILITIES: Cleaning attendants are not responsible for closing/opening gates. Cleaning attendants will be responsible for locking and unlocking electric boxes at picnic pavilions for guests wishing to use the facility. Cleaning attendants will be responsible for opening restroom and shower house facilities at the beginning of the season and closing the facilities at the end of the season, unless instructed otherwise by a Table Rock Project Office employee.

C. CLEANING AND MAINTENANCE: In addition to the GS, Appendix II, the following tasks are required.

1. The Contractor shall replace all light bulbs that are burned out or broken in the toilets, change houses, picnic shelters, and any other facility equipped with lighting within the park. **The government will not furnish light bulbs.** It may be necessary for the Contractor to supply and use an eight- (8) foot or taller ladder. NOTE: Some light bulbs are at a height of twelve (12) feet. . Types of bulbs used include, but is not limited to, the following: 2 and 4 foot tube type fluorescent, standard household bulb 60-100 watt white and/or buglite type bulbs, 7 watt "Biax S" type fluorescent type lamp.

2. The contractor shall keep an inventory of all cleaning supplies used during the season and submit this list to the Program Manager when requested.

D. OTHER SPECIAL CONDITION/REQUIREMENTS: Contractor will be required to wear a grey polo or button-up style shirt, short sleeved or long sleeved, and provided nametag any time the contractor is performing duties with-in the campground or park booth. If the contractor wishes to wear a hat while performing duties with-in the campground, they must wear the provided ball cap.

VI. COMBINATION AND RELIEF ATTENDANT AREA SPECIFIC PROVISIONS AND REQUIREMENTS: Includes both SPS items IV and V above. Only exception is that relief attendants do not furnish supplies listed in SPS item V section D above or item VII section D only as it relates to cleaning only attendants.

VII. ADDITIONAL CONTRACTOR FURNISHED EQUIPMENT/SUPPLIES:

A. TELEPHONE: A hook-up for a personal telephone to the R.V. unit or personal cellular telephone that maintains a strong signal. If the contractor wishes to leave the park during on-call hours (or specified on-duty hours for cleaning attendants) a personal cellular phone or pager that maintains strong reception signal in the projected travel area is required. Telephone should be turned on and in working order during all on-call time, when the contractor is not working the fee booth.

B. Contractor must provide and wear (as directed above) a grey button-up style shirt, long or short sleeve.

C. OFFICE SUPPLIES: Contractor will be required to supply all basic office supplies needed to perform the duties of the contract. Contractors with Fee Booth duties will need basic offices supplies such as pens, pencils, note paper, stapler, scotch tape (for taping customer receipts to vehicle windshield), markers, etc...

- D. CLEANING TOOLS AND SUPPLIES:** All Table Rock Lake Park Attendant contracts require some cleaning. Any tools, supplies, or materials required for these duties are the responsibility of the contractor. Fee Attendants will need to furnish all supplies they will need to perform the cleaning required in the GS and section IV, C of the SPS. Cleaning and Combination attendants will need to provide all tools, supplies, and material required to meet the requirements of the GS and SPS, including but not limited to: brooms, dust pans, mops, buckets, rakes, yard tools including wheel barrow, water hoses, eight (8) foot ladder, shovel, plunger, plumber's snake, squeegee, toilet paper, urinal cakes and screens, trash cans, light bulbs, cleaners, disinfectants, deodorizers, scrub brushes, sponges, and gloves. The following required supplies are to be provided by the contractor. These totals are estimates as provided by the previous cleaning attendant. Totals may vary from year to year based on usage.

Cleaning Supply Usage								
	Big M	Cricket Creek	Moons hine Beach	Cape Fair	Mill Creek	Old Hwy 86	Viney Cr.	Baxter
Small Trash Bags (500 ct.box)	1	2	2	1	1	1	1	1
Large Trash Bags (250 ct. box)	1	2	10	1	1	1	1	1
Disinfectants (gal.)	13	43	50	8	11	10	2	2
All Purpose Cleaner (gal.)	2	33	10	15	15	6	6	4
Liquid Deorderant (gal.)	0	10	15	5	6	15	2	2
Urinal Cakes / Screens (ea.)	24	2	60	15	20	12	5	0
Shower Curtains (ea.)	8	4	0	4	12	12	0	0
Shower Curtain Hooks	0	0	0	2	0	40	0	0
Toilet Paper (12 roll case)	10	13	75	38	27	30	8	8
Light Bulbs 60 watt (ea.)	136	10	50	30	37	20	16	0
Flourescent Light Bulbs--2ft. (ea.)	2	0	0	8	3	4	2	0
Flourescent Light Bulbs--4ft. (ea.)	4	2	10	8	4	10	2	0
Waste Baskets (ea.)	15	2	6	14	11	15	6	6

Supply Specifications:

Liquid Deoderant -- ZEP

DEP 3 or equivalent

Toilet Paper -- Biodegradable. The maximum roll width should be 3.9 inch. To fit 9" jumbo roll dispenser

Large Trash Bags -- 1 Millimeter minimum thickness. 33 gallon capacity.

Small Trash Bags - 1 Millimeter minimum thickness. 7 gallon capacity.

Shower Curtains -- White Vinyl. 78 inches high x 48 inches wide.
Shower Curtain Hooks -- Sized to fit a 1 inch diameter rod.

VIII. ADDITIONAL GOVERNMENT FURNISHED REQUIREMENTS/SUPPLIES: Storage building, Ball caps and name tags for contractor identification.

VIV. ADDITIONAL INFORMATION: All bidders should contact Park Ranger Jeff Farquhar at 417-334-4101, extension 3013, Park Ranger Malcolm Fortson extension 3014, or Park Ranger Larry Hurley extension 3026, to arrange for any questions. Prospective contractors are urged to inspect the areas they are interested in operating and bidding on before they submit a bid, in order to become familiar with the size and scope of the area and required duties.

BID SCHEDULE**Beaver Lake Project Office**

SUPPLIES/SERVICES					
Prairie Creek Park Combination Attendant – Beaver Lake Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period: : 01 April 2009 through 30 September 2009	160	Days		
0002	Renewal Option 1: 01 April 2010 through 30 September 2010	160	Days		
0003	Renewal Option 2: 01 April 2011 through 30 September 2011	160	Days		

SUPPLIES/SERVICES					
Dam Site Lake Park Cleaning Attendant – Beaver Lake Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0004	Base Period: : 01 April 2009 through 31 October 2009	186	Days		
0005	Renewal Option 1: 01 April 2010 through 31 October 2010	185	Days		
0006	Renewal Option 2: 01 April 2011 through 31 October 2011	187	Days		

SUPPLIES/SERVICES					
Horseshoe Bend Campground Park Fee Attendant (B)– Beaver Lake Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0007	Base Period: : 01 April 2009 through 31 October 2009	109	Days		
0008	Renewal Option 1: 01 April 2010 through 31 October 2010	109	Days		
0009	Renewal Option 2: 01 April 2011 through 31 October 2011	109	Days		

SUPPLIES/SERVICES					
Horseshoe Bend Day Use Fee Attendant – Beaver Lake Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0010	Base Period: : 01 May 2009 through 10 September 2009	106	Days		
0011	Renewal Option 1: 01 May 2010 through 10 September 2010	107	Days		
0012	Renewal Option 2: 01 May 2011 through 10 September 2011	104	Days		

Mountain Home Project Office

SUPPLIES/SERVICES					
Henderson Park Fee Attendant (Norfolk Lake) – Mountain Home Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0013	Base Period: 01 April 2009 to 30 September 2009	139	Days		
0014	Renewal Option 1: 01 April 2010 to 30 September 2010	142	Days		
0015	Renewal Option 2: 01 April 2011 to 30 September 2011	142	Days		

Greers Ferry Project Office

SUPPLIES/SERVICES					
Choctaw Park Fee Attendant (B) – Greers Ferry Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0016	Base Period: 4 May 2009 – 15 September 2009	96	Days		
0017	Renewal Option 1: 4 May 2010 – 15 September 2010	96	Days		
0018	Renewal Option 2: 2 May 2011 – 13 September 2011	94	Days		

SUPPLIES/SERVICES					
Dam Site Park Fee Attendant (A) – Greers Ferry Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0019	Base Period: 16 April 2009 – 1 November 2009	107	Days		
0020	Renewal Option 1: 16 April 2010 – 1 November 2010	109	Days		
0021	Renewal Option 2: 13 April – 1 November 2011	110	Days		

SUPPLIES/SERVICES					
Dam Site Park Fee Attendant (B) – Greers Ferry Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0022	Base Period: 11 May 2009 – 15 September 2009	80	Days		
0023	Renewal Option 1: 11 May 2010 – 15 September 2010	80	Days		
0024	Renewal Option 2: 9 May 2011 – 15 September 2011	80	Days		

SUPPLIES/SERVICES					
John F. Kennedy Park Fee Attendant (B) – Greers Ferry Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0025	Base Period: 4 May 2009 – 15 September 2009	96	Days		
0026	Renewal Option 1: 4 May 2010 – 15 September 2010	96	Days		
0027	Renewal Option 2: 2 May 2011 – 13 September 2011	94	Days		

Pine Bluff Project Office

SUPPLIES/SERVICES					
Wilbur D. Mills Park Combination Attendant – Pine Bluff Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0028	Base Period: 26 February 09 – 26 October 09	175	Days		
0029	Renewal Option 1: 05 March 10 – 1 November 10	173	Days		
0030	Renewal Option 2: 04 March 11 – 31 October 11	174	Days		

Russellville Project Office

SUPPLIES/SERVICES					
Springhill Park Fee Attendant – Russellville Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0031	Base Period: 01 March 2009 to 31 October 2009	185	Days		
0032	Renewal Option 1: 01 March 2010 to 31 October 2010	185	Days		
0033	Renewal Option 2: 01 March 2011 to 31 October 2011	185	Days		

Table Rock Project Office

SUPPLIES/SERVICES					
Relief Attendant – Table Rock Project Office					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0034	Base Period: 01 April 09 – 31 October 09	50	Days		
0036	Renewal Option 1: 01 April 10 – 31 October 10	50	Days		
0037	Renewal Option 2: 01 April 11 – 31 October 11	50	Days		

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.232-18	Availability Of Funds	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

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

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

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

Registered in the CCR database means that--

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts

(see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

(End of provision)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

PAST PERFORMANCE IS CONSIDERED SLIGHTLY MORE IMPORTANT WHEN COMPARED TO PRICE IN ACCORDANCE WITH FAR 15.304.

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2008)
ALTERNATE I (APR 2002)

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

(a) Definitions. As used in this provision:

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

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

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

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

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

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

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

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

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

___ Over 1,000 ___ Over \$17 million

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

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

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

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

(List as necessary)

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

(g)

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

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

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

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

Line Item No.

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

--	--

[List as necessary]

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

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

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

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

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

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

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

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

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

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

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name -----.

TIN -----.

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2008) ALTERNATE I (OCT 2008)

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. (Insert portion of labor rate attributable to profit.)

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) Definitions. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payments. (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: (Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None').

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price

before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

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

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

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

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

(D) Contractor point of contact.

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

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of

1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established 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 in a timely manner;

(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 FAR 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) 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.

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

(10) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that reasonably could have been avoided.

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

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor

shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(End of Clause)

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

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

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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 (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___(iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(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)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 X (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) 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.)

__X__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

__X__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__X__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__X__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(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, 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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

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

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

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

(End of clause)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far>
<http://www.dtc.mil/dfars>

(End of provision

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)