



IFB No. W912DW-04-B-0009

**US Army Corps
of Engineers®**

Seattle District

Visitor Center Operation and Interpretive Tours Hiram M. Chittenden Locks

Lake Washington Ship Canal, Seattle, Washington

Service Solicitation and Specifications

This is a 100% Small Business Set-Aside

August 2004

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THIS PROCUREMENT IS:

100% set-aside for Small Business

SITE VISIT:

- BIDDERS ARE URGED and expected to inspect the site where construction is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract, to the extent, such information is reasonably obtainable. In no event, will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or for a claim after award of the contract.

BIDDING DOCUMENTS: Register for solicitations at the Internet site: <http://www.nws.usace.army.mil/ct/>

PLANHOLDER'S LISTS: Lists may also be obtained from the same site

FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUAL(S) Monday through Friday between the hours of 8:00 a.m. and 3:30 p.m.:

ADMINISTRATIVE MATTERS:

Paul Danneker (206)764-6865 Fax (206)764-6817

TECHNICAL INQUIRIES

Dru Butterfield 206-789-2622 Ext 210

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IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any) _____

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

| NAME | SIGNATURE | SOCIAL SECURITY NO. |
|-------|-----------|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

| | |
|--|--|
| 1. REQUISITION NUMBER W68MD9-4140-4540 | PAGE 1 OF 1 |
| 5. SOLICITATION NUMBER W912DW-04-B-0009 | 6. SOLICITATION ISSUE DATE 08/09/04 |
| b. TELEPHONE NUMBER (No collect calls) (206) 764-3835 | 8. OFFER DUE DATE/ LOCAL TIME 09-09-04 2 pm |

| | | |
|---------------------------------------|-------------------------|-----------------|
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME PAUL DANEKER | |

9. ISSUED BY
USA Engineer District, Seattle
ATTN: CENWS-CT
PO Box 3755, Seattle, WA 98124-3755

CODE

10. THIS ACQUISITION IS

UNRESTRICTED

SET ASIDE: % FOR

SMALL BUSINESS

SMALL DISAV. BUSINESS

8(A)

SIC:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ IFB RFP

15. DELIVER TO

SEE SCHEDULE

CODE

16. ADMINISTERED BY

SEE BLOCK 9

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY

US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive Millington, TN 38054-5004

CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|-----------------------------------|--------------|----------|----------------|------------|
| SEE SCHEDULE | | | | | |
| (Attach Additional Sheets as Necessary) | | | | | |

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

PARTIAL FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

36. PAYMENT

COMPLETE PARTIAL FINAL

37. CHECK NUMBER

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

| | |
|--|---|
| <p>Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.</p> | <p>OIGMB NO.: 9000-0136 Expires: 09/30/98</p> |
|--|---|

Section SF 1449 - CONTINUATION SHEET

INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|-----------|
| 0001 | N/A | N/A | N/A | N/A |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|-----------------|-----|
|------|---------------|----------|-----------------|-----|

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.217-8 | Option To Extend Services | NOV 1999 |
| 52.217-9 | Option To Extend The Term Of The Contract | MAR 2000 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | OCT 2003 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(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;
 - (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) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(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) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) 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 \$25,000, and offers of \$25,000 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 parent 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://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)
ALTERNATE I (APR 2002)

(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.

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 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) 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 (b)(3) through (b)(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-----

(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 four 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 four 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.

(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--Balance of Payments Program 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 as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

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

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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)(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 "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(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, designated country, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA 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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA 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 Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (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, 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.

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

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

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-

Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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 (JUL 1995), 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) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

X (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.

X (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 (JAN 2002) (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)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 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.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (28) 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)).
- ___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) 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.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (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.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (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) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

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Section B

Supplies or Services and Prices/Costs

0001 BASE YEAR

Provide all labor, transportation and equipment necessary to operate Regional Visitor Center and Interpretive Tour Program. Hiram M. Chittenden Locks, Seattle, WA: in accordance with the attached Statement of Work for the period 1 November 2004 through 31 October 2005.

| | | NTE | | |
|--------|---|------|----|-------|
| 001AA | Program Director (See Part I. Statement of Work) | 1975 | HR | _____ |
| 001AB | Park Attendant (See Part I. Statement of Work) | 2098 | HR | _____ |
| 001AC | Training Hours, Information Desk. (See Part II. Statement of Work) | 128 | HR | _____ |
| 0001AD | Training Hours, Tour Guides. (See Part II. Statement of Work) | 144 | HR | _____ |
| 0001AE | Supplemental tour and special events programming subject to approval by the Contracting Officer Representative based Upon demonstrated need. | 322 | HR | _____ |

0002 OPTION YEAR ONE

Provide all labor, transportation and equipment necessary to operate Regional Visitor Center and Interpretive Tour Program. Hiram M. Chittenden Locks, Seattle, WA: in accordance with the attached Statement of Work for the period 1 November 2005 through 31 October 2006.

| | | NTE | | |
|--------|--|------|----|-------|
| 002AA | Program Director (See Part I. Statement of Work) | 1975 | HR | _____ |
| 002AB | Park Attendant (See Part I. Statement of Work) | 2098 | HR | _____ |
| 002AC | Training Hours, Information Desk. (See Part II. Statement of Work) | 128 | HR | _____ |
| 0002AD | Training Hours, Tour Guides. (See Part II. Statement of Work) | 144 | HR | _____ |
| 0002AE | Supplemental tour and special events programming subject to approval by the Contracting Officer Representative based | 322 | HR | _____ |

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Upon demonstrated need.

0003 OPTION YEAR TWO

Provide all labor, transportation and equipment necessary to operate Regional Visitor Center and Interpretive Tour Program. Hiram M. Chittenden Locks, Seattle, WA: in accordance with the attached Statement of Work for the period 1 November 2006 through 31 October 2007.

| | | NTE | | |
|--------|---|------|----|-------|
| 003AA | Program Director (See Part I. Statement of Work) | 1975 | HR | _____ |
| 003AB | Park Attendant (See Part I. Statement of Work) | 2098 | HR | _____ |
| 003AC | Training Hours, Information Desk. (See Part II. Statement of Work) | 128 | HR | _____ |
| 0003AD | Training Hours, Tour Guides. (See Part II. Statement of Work) | 144 | HR | _____ |
| 0003AE | Supplemental tour and special events programming subject to approval by the Contracting Officer Representative based Upon demonstrated need. | 322 | HR | _____ |

0004 OPTION YEAR THREE

Provide all labor, transportation and equipment necessary to operate Regional Visitor Center and Interpretive Tour Program. Hiram M. Chittenden Locks, Seattle, WA: in accordance with the attached Statement of Work for the period 1 November 2007 through 31 October 2008.

| | | NTE | | |
|--------|---|------|----|-------|
| 004AA | Program Director (See Part I. Statement of Work) | 1975 | HR | _____ |
| 004AB | Park Attendant (See Part I. Statement of Work) | 2098 | HR | _____ |
| 004AC | Training Hours, Information Desk. (See Part II. Statement of Work) | 128 | HR | _____ |
| 0004AD | Training Hours, Tour Guides. (See Part II. Statement of Work) | 144 | HR | _____ |
| 0004AE | Supplemental tour and special events programming subject to approval by the Contracting Officer Representative based Upon demonstrated need. | 322 | HR | _____ |

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0005 OPTION YEAR FOUR

Provide all labor, transportation and equipment necessary to operate Regional Visitor Center and Interpretive Tour Program. Hiram M. Chittenden Locks, Seattle, WA: in accordance with the attached Statement of Work for the period 1 November 2008 through 31 October 2009.

| | | NTE | | |
|--------|---|------|----|-------|
| 005AA | Program Director (See Part I. Statement of Work) | 1975 | HR | _____ |
| 005AB | Park Attendant (See Part I. Statement of Work) | 2098 | HR | _____ |
| 005AC | Training Hours, Information Desk. (See Part II. Statement of Work) | 128 | HR | _____ |
| 0005AD | Training Hours, Tour Guides. (See Part II. Statement of Work) | 144 | HR | _____ |
| 0005AE | Supplemental tour and special events programming subject to approval by the Contracting Officer Representative based Upon demonstrated need. | 322 | HR | _____ |

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Part 1, Administrative Specifications

1.0 Objectives

The U.S. Army Corps of Engineers, Seattle District, requires contractor operation of the Lake Washington Ship Canal Project's Regional Visitor Center located at the Hiram M. Chittenden Locks, 3015 Northwest 54th Street, Seattle, Washington. Contractor shall operate the visitor center to provide visitor services and inform the public regarding the Corps of Engineers global role, particularly in Northwestern Division, Lake Washington Ship Canal and Hiram M. Chittenden Locks.

1.1 Contractor Furnished Items

- Employees - as necessary to fulfill contract requirements;
- Uniforms for employees;
- Administrative paperwork required by this contract;
- Phone, fax, or copiers necessary to perform personal or contractor business activities;

1.2 Government Furnished Items

- Office space with three desks, three chairs, coat rack, typewriter, computer, and telephone. Long distance calls of any type require the authorization of the COTR;
- Use of Government phones, fax machine, copier, cameras, and minor office supplies such as pens, paper, paper clips when required to perform work identified in this scope of work. The Corps will strictly monitor use to insure it is used for contract purposes only;
- Light bulbs, including projector bulbs for replacement in Visitor Center;
- Cleaning supplies for audio-visual maintenance;
- Hand-held vacuum for vacuuming exhibit areas;
- Access to and use of reference material at the project;
- Use of existing, temporary, flat-graphic exhibits and exhibit construction materials, as needed per contract;
- One parking space per contractor employee at the discretion of the COTR. When parking is unavailable contractor employees will be required to park offsite at their own expense;

- Keys necessary to perform work identified in scope of work;
- Orientation for Program Director prior to the beginning of the contract;
- One copy, of each form to be used in fulfilling contract requirements;
- Visitor guest registers;
- Wheelchair for use by visitors;
- Regional Visitor Center and all its contents and exhibits;
- Uniform patches.

1.3 Staffing Requirements

The Contractor shall provide adequate staffing to fulfill the requirements of this contract in accordance with the following position classifications.

- Program Director (On-site Supervisor). It is estimated that 1,975 hours will be required in the base year and 1,975 for option years;
- Park Attendant(s) (Part time). It is estimated that 2,098 hours will be required in the base year and 2,098 for option years;
- There are 322 hours available each year to supplement the tour and special events programming. COTR must approve the use of these hours based upon demonstrated need. The Government shall only pay for hours actually worked.

1.4 Visitor Center Operating Hours

- 1 October through 30 April, 10:00 a.m. to 4:00 p.m.;
- 1 May through 30 September, 10:00 a.m. to 6:00 p.m.;
- Visitor Center is closed on Thanksgiving, Christmas, and New Year's Day.

1.5 Program Director Qualifications

Contractor shall ensure that the Program Director meets the following qualifications:

Qualifying Through Education:

Position requires 30 semester hours or 45-quarter hours of graduate education related to the occupation OR I year of specialized experience equivalent to requirements listed below.

Undergraduate and Graduate Education:

Major study-natural resource management, natural sciences, earth sciences, history, archeology, anthropology, park and recreation management, museum sciences, public relations, education, communications or other closely related subjects pertinent to the management and protection of natural, historic and cultural resources. The Contracting Officers Technical Representative (COTR) may accept Coursework in fields other than those specified if it clearly provides applicants with the background of knowledge and skills necessary for successful job performance. OR,

Specialized Experience:

Position requires one year of specialized experience that demonstrates the knowledge, skills, and abilities necessary to perform successfully the duties of the position to be filled. Credit will be given for all appropriate qualifying experience regardless of whether compensation was received or whether the experience was gained as a part-time or full-time occupation. Full-time work is generally considered to be 35 to 40 hours of work per week. Part-time experience will be credited on the basis of time actually spent in appropriate activities. Applicants wishing to receive credit for such experience must indicate clearly the nature of their duties and responsibilities in each position and the number of hours a week spent in such employment. Experience may have been in technical, administrative, or scientific work, fish and wildlife management, recreation management, visitor services, or other park-related work. Examples of qualifying experience include, but are not limited to, the following: park guide or tour leader, archeological or historical preservation, forestry or park management work in a park, recreation, or conservation area, management, assistant, or program specialist work involving the development and implementation of interpretive tours, conservation, or management of park areas or similar operations.

1.6 Knowledge, Skill and Abilities Required

- Ability to present educational programs to student groups of varied sizes, ages, abilities, and backgrounds;
- Ability to interact and work effectively with others, including other staff, teachers, community groups, educational organizations, private citizens, businesses and government agencies;
- Ability to work independently;
- Ability to effectively communicate orally and in writing;

- Ability to use Microsoft Office software such as Word, Excel, Outlook;
- Ability to supervise staff and the operation of a visitor center, museum, aquarium, zoo, or convention bureau;
- Ability to operate, monitor, troubleshoot and repair audiovisual programs, slide projectors, cassette, video, and compact disc players;
- Ability to successfully administer complex public relations issues involving private citizens, businesses and government agencies.

1.7 Program Director Duties

- Administrative functions related to contract compliance;
- Scheduling, training and job performance evaluations;
- Developing interpretive programs using goals and objectives provided by the Corps;
- Ensuring necessary staff to meet contract specifications;
- Perform tasks specified in Part I and Part II of this contract;
- Scheduling and leading tours or special events;
- Staffing the information desk in the Corps regional visitor center;
- Point of Contact (POC) between the Corps and the Contractor related to contract compliance and performance issues;
- Oversees operation of interpretive program that includes a regional visitor center, tour program, on/off site special events and minor troubleshooting and maintenance of equipment and exhibits;
- Conduct sales transactions for the Northwest Interpretive Association (NWIA) bookstore consistent with NWIA and Corps operating policies;
 - 1 October through 30 April, 10 a.m. to 4 p.m. on Mondays, Thursdays, and Fridays.
 - 1 October through 30 April, 1 p.m. to 1:30 p.m. on Saturday and Sunday.
 - 1 May through 14 May, 10 a.m. to 6 p.m. on Monday through Friday.

- 1 May through 14 May, 1 p.m. to 1:30 p.m. on Saturday and Sunday.
- 15 May through 30 September, 1 p.m. to 1:30 p.m., daily.
- Designate a POC when on vacation or days off.

1.8 Program Director Work Schedule

- The Program Director shall work 40 hours, 8:30 a.m. to 5 p.m., Thursday through Monday, during the months of December, January, and February;
- The Program Director shall work 40 hours per week, and be on site between the hours of 8:30 a.m. to 5:00 p.m., during the months of March, April, May, June, July, August, September, October, and November.

1.9 Park Attendant Qualifications

Contractor shall ensure that any contractor employees working under classification of Park Attendant meet the following qualifications:

Qualifying Through Education:

Must have 1 year of specialized experience equivalent to at least the GS-4 grade level in the Federal Service, OR a 4-year course of study above high school leading to a bachelor's degree with 24 semester hours of related course work.

Undergraduate and Graduate Education:

Major study-natural resource management, natural sciences, earth sciences, history, archeology, anthropology, park and recreation management, museum sciences, public relations, communications or other closely related subjects pertinent to the management and protection of natural, historic and cultural resources. The Contracting Officers Technical Representative (COTR) may accept Coursework in fields other than those specified if it clearly provides applicants with the background of knowledge and skills necessary for successful job performance. OR,

Specialized Experience:

Position requires 6 months of specialized experience, which demonstrates the knowledge, skills, and abilities necessary to perform successfully the duties of the position to be filled. Experience may have been in technical, administrative, or scientific work, fish and wildlife management, recreation management, visitor services, or other park-related work. Examples of qualifying

specialized experience include, but are not limited to, the following: park guide or tour leader, archeological or historical preservation, forestry or park management work in a park, recreation, or conservation area, management, assistant, or program specialist work involving the development and implementation of interpretive tours, conservation, or management of park areas or similar operations.

1.10 Knowledge, Skill and Abilities Required

- Ability to present educational programs to student groups of varied sizes, ages, abilities, and backgrounds;
- Ability to interact and work effectively with others, including other staff, teachers, community groups, educational organizations, private citizens, businesses and government agencies;
- Ability to work independently;
- Ability to effectively communicate orally and in writing;
- Ability to use Microsoft Office software such as Word, Excel, Outlook.

1.11 Park Attendant Duties (Under the Direction of the Program Director)

- Leading tours or special events;
- Staffing the information desk in the Corps regional visitor center;
- Perform tasks specified in Part I and Part II of this contract;
- Conduct sales transactions for the Northwest Interpretive Association (NWIA) bookstore consistent with NWIA and Corps operating policies.
 - 1 October through 30 April, 10 a.m. to 4 p.m. on Mondays, Thursdays, and Fridays.
 - 1 October through 30 April, 1 p.m. to 1:30 p.m. on Saturday and Sunday.
 - 1 May through 14 May, 10 a.m. to 6 p.m. on Monday through Friday.
 - 1 May through 14 May, 1 p.m. to 1:30 p.m. on Saturday and Sunday.
 - 15 May through 30 September, 1 p.m. to 1:30 p.m., daily.

1.12 Park Attendant Work Schedule

Park Attendants are part time or seasonal on-call contractor staff members whose work schedule will vary as required to fulfill the requirements in this scope of work.

1.13 Evidence of Program Director and Park Attendant Qualifications

The contractor shall provide evidence that contractor employees meet qualifications required by individual classifications to the COTR at least 1 week prior to that individual performing work under this contract; e.g., copies of transcripts and resumes documenting education and work experience, etc.

1.14 Volunteers and Student Interns

Volunteers, and student interns may be used within the visitor services programs to develop the necessary skills and experience to establish a pool of park attendants. Volunteers and student interns may not be used to replace regularly scheduled park attendants. Volunteers shall be required to sign the Corps volunteer application forms and be accepted by the Corps volunteer coordinator.

1.15 Meetings

The Contractor and Program Director shall meet with the COTR to discuss the required work. The meeting will be at a place and time designated by the COTR. One meeting will be held prior to the start of work. Monthly meetings will be held thereafter, and may be attended by either the Contractor or the Program Director, unless otherwise requested by the COTR or Contractor.

1.16 Uniforms

The contractor is responsible for providing contractor employees with the Uniform prescribed below by Horace Small, or equal. Uniforms shall remain the property of the Contractor when contractor employees are not in a working status. Uniforms may be stored on site for use. Contractor shall ensure that contractor employees wear the prescribed uniform at all times when on duty. The uniform shall be worn in its entirety. Uniforms shall be kept clean, wrinkle-free and neat. Ill fitting, faded, stained, or shabby uniform items shall not be worn. All shirt buttons shall be fastened and the tie worn with the winter uniform only. Only the top button of the summer uniform shirt may be unbuttoned. Pockets shall be buttoned and free of bulging objects. Nameplate will contain pins for attaching to uniform, and will be worn on all shirts, jackets, and sweaters. Nameplate shall be centered above the right breast pocket and flush with the top of the pocket seam. Trousers shall be pressed with sharp creases. Under shirts shall be white in color and may not extend beyond sleeve.

- Black slack, 55% Dacron/45% Wool, or 100% polyester;

- Black skirt, 55% Dacron/45% Wool or 100% polyester, with or without side pockets; solid color no pattern. Skirt hem shall line up with the top of the knee (women only - optional);
- Silver tan shirt, equivalent to Flying Cross; long sleeve and short sleeve; 65% Dacron/35% Rayon; perma-press deluxe tropical; with shoulder straps, pocket flaps, and baked in military creases;
- Black duty jacket, 55% Dacron Polyester/45% Wool, Army Officers work jacket with removable liner,
- Black raincoat - Nyplore coated cloth, super urethane coated 2.7 ounce per yard outer shell; full length (approx. 48"); lay down collar; button or zipper front; ventilated yoke; raglan sleeve; side pass-through openings with zipper closure;
- Black sweater - Acrylic knit, commando style pullover with crew neck, solid color no pattern, (optional);
- Black leather belt with brass buckle, solid color no pattern;
- Black tie, solid color no pattern, four-in-hand, pre-tied clip-on, or cross-tie;
- Regulation campaign style hats, Milan Straw Braid, tan; foam sweatband; side vent holes; double brim. Hat will also have a solid black leather hatband, chinstrap and rain cover. Hats will be worn at all times when outside, and will be worn flat on the head;
- Brass nameplate (Program Director) - ¾" high x-Y wide. Engraved black Helvetica letters upper and lowercase; contractor employee's name will be on the top line and "Program Director" will be on the second line. Letters in name will be approximately 1/16" wide and letters in "Program Director", approximately 1/32" wide;
- Brass nameplate (Park Attendants) - ¾" high x 3" wide. Engraved black Helvetica letters upper and lowercase; contractor employee's name will be on the top line and "Contract Staff" will be on the second line. Letters in name will be approximately 1/16" wide and letters in "Contract Staff", approximately 1/32" wide;
- Uniform patches shall be worn on the left sleeve of all-uniform shirts, sweaters, jackets and raincoats. Patch shall be securely sewn in the center of the sleeve, with the top edge 1 " below the shoulder seam so that the base of the patch is parallel with the ground when the arm is relaxed at the side;

The Contractor is not responsible to furnish contractor employees with the items listed below; however, the Contractor is required to make all staff members working under this contract aware that it is their responsibility to obtain and wear the following accessories with the aforementioned uniform.

- Black shoes or boots, polished, Docksidiers, loafers, sandals, and sneakers are not acceptable. Footwear will be neatly polished at all times;
- Black socks, solid color no pattern. Women may wear natural color nylons without a pattern.

1.17 Hygiene, Health and Drugs

The Contractor will ensure all employees maintain personal hygiene so as not to be offensive to the general public. Under no circumstances will the Contractor allow an employee to work if they have a communicable disease or infection, are intoxicated or under the influence of drugs or alcohol. Contractor will ensure that contractor employees do not consume or display any illegal drugs, alcoholic beverages, or tobacco products while performing services under this contract.

1.18 Gratuities

Contractor shall not accept or solicit any gratuity or favor from members of the public, private business, or governmental agencies.

1.19 Regulations

- Contractor shall comply with Title 36, CFR, Part 327, “Regulations Governing Corps of Engineers Projects”;
- All contract employees shall also comply with EM 385-1-1, “Corps of Engineers Safety and Health Requirements Manual”;
- Section 01.A.10 of EM 385-1-1 requires the Contractor to prepare job hazard analysis for duties performed by all employees. This analysis shall be completed and submitted to the COTR for approval within 30 days of contract award. Copies of the above regulations will be provided to the Contractor at the beginning of the contract period.

1.20 Employee Training

- The contractor shall provide necessary training to perform information desk and bookstore procedures. This training shall include customer service; information desk and bookstore operating procedures; site, local and regional information; telephone and emergency procedures; basic troubleshooting; equipment operation and maintenance; and preparation of forms. The contractor may not exceed the total hours provided in the bid schedule for

training information desk/bookstore duties without a modification to the contract. Past experience has shown that 16 hours is sufficient to train new employees in the duties and responsibilities detailed above.

- The contractor shall provide necessary training to perform as a professional tour guide at the HMC Locks. This training shall include interpretive program preparation and presentation. The contractor may not exceed the total hours provided in the bid schedule for training tour guides without a modification to the contract. Past experience has shown that 24 hours is sufficient to train new employees in the duties and responsibilities detailed above.
- The Contractor shall submit a detailed training plan for each topic to the COTR within 30 days of commencement of work.

1.21 Inclement Weather

If the Facility Manager cancels work for Federal employees at the Lake Washington Ship Canal Project due to inclement weather, the Contractor is excused from performing duties that day. If the Facility Manager allows Federal employees to leave work early due to inclement weather, the Contractor is excused from performing duties for the remainder of the day. The Program Director shall call the Lockmaster each morning in question at (206) 783-7000 to confirm that work is canceled. Staff members scheduled to work will be paid for canceled work due to inclement weather.

1.22 Security

Contractor shall assure the Visitor Center is securely locked at closing each day. At the conclusion of each day's shift, keys shall be secured in a lock box at a site designated by the COTR. Keys shall not be taken off-site at any time. Contractor shall be required to reimburse the government all costs resulting from the theft or loss of government keys (replacement keys, cores and labor to install and reissue to project staff); exhibits shall be locked at all times unless a Contractor or Corps employee is working in the area. Contractor shall assure that his office, and the building in which his office is located, is securely locked at the end of each business day. Contractor shall secure and appropriately use government property and materials. The school slide show is the only item that may be loaned to the public for use off-site.

1.23 Protection of Government Property

The Contractor shall be responsible for restoring any Government property or structure damaged as a result of his operations. Reasonable care shall be used to avoid damage to existing structures, equipment, and vegetation at or near the Government work site and in all other areas of Government property. Any such damage shall be repaired or the item replaced, as directed by the COTR at no cost to the Government. If the Contractor does not make such repair or replacement, the cost thereof will be deducted from payments due the Contractor. The Contractor shall inform the COTR, or authorized representative, of any unusual conditions observed such as power failure, heating

and air conditioning unit problems, storm damage or vandalism. The Contractor shall advise the COTR of these conditions on the day he, or his employees, first notice them.

1.24 Customer Service and Cooperation

Contractor shall ensure that contractor's employees perform their duties in a professional and cooperative manner with an emphasis on customer service; cooperating with other contractors, on-site Government personnel and inspection crews working anywhere on the project. Their presence will not, in anyway, relieve the Contractor of any responsibilities of this contract; in addition, the Contractor shall ensure that contractor's employees do not direct or supervise their actions. Program Director shall take immediate steps to develop a corrective action plan for any contractor staff member who performs contrary to these standards; if plan is unsuccessful, the Contractor shall take steps to remove employee.

1.25 Government Use of Visitor Center

The Government will periodically (approximately twenty times per year) use the Visitor Center theater for project events, tours, training programs, and staff meetings. The COTR will notify the Program Director, as soon as possible, of dates and times the theater will be used. The Contractor shall not use the theater at these times. If a conflict of use occurs, the COTR will determine priority of use.

1.26 Contractor Restrictions

Contractor shall not initiate, develop, or alter any program procedure, or exhibit without prior approval of the COTR. Contractor while in the performance of this contract shall not engage in any activities that are outside the scope of this contract. The Corps of Engineers has existing regulations, safety standards and standard operating procedures that will be incorporated into the contractor's SOP's. The Corps of Engineers may develop additional standards and or procedures that upon notification to the contractor shall be incorporated by the contractor into the contractor's policies and procedures. In the event of a conflict contact the COTR for resolution. Examples of some of these SOP's include but are not limited to safety and standards of behavior. The Corps retains all planning and management decisions not specifically identified in this scope of work.

Part 11. Technical Specifications

2.0 Customer Service and Information Desk

The Contractor shall staff the Visitor Center information desk during all hours of operation. Responsibilities at the information desk include:

- Welcoming the public to the visitor center and answering questions about the Army Corps of Engineers, Lake Washington Ship Canal and Hiram M. Chittenden Locks, and other attractions and dining establishments located in Seattle and Puget Sound region;

- For example, encouraging visitors to enjoy the exhibits on the second floor and informing them of tours, special events or programs occurring on the project;
- Providing directions to project facilities and attractions throughout the project;
- Announcing, starting and recording attendance figures for the projects orientation program in the theater. The program shall be started on the hour and half-hour during the summer operations and as needed for winter operations;
- Inspecting the visitor center for vandalism, malfunctioning exhibits or building systems;
- Answering the telephone; and assisting the public in emergencies;
- Providing professional, courteous, helpful attention to everyone they come in contact with;
- Resetting doorway counters and recording information requested on **Form 1** at the end of each day's shift. Completed Form 1 will be provided to the COTR on the first working day of the following month;
- Ensuring that no food or beverages are brought into, stored, or consumed in the visitor center;
- Staff is fully knowledgeable of the information contained in the Lake Washington Ship Canal Natural Resource Orientation and Training Manual and associated reference materials;
- Receiving lost and found items. Completing Lost and Found Report on **Form 6** and turning in at the end of each day's shift;
- Reporting all problems encountered to the Program Director or designee as soon as possible but **not later than ½ hour after it is discovered or brought to staff's attention**. If immediate attention is required and the Program Director is unavailable use the following chain of command to notify a Corps employee. Interpretive ranger, COTR, Lockmaster, Chief of Maintenance, or Facility Manager.

2.1 Tour Objectives

All programs shall meet the objectives and requirements listed below, and shall be thematically oriented. The interpretive program's objective is to enhance the public's understanding of the U.S. Army Corps of Engineers' role in the development and administration of water resources and of the purpose and operation of the Lake Washington Ship Canal. Emphasis for these programs shall be on the history and operation of the locks, spillway dam fish ladder and garden. The interpretive program's specific requirements are:

- Explain the roles and missions of the Corps of Engineers as a worldwide engineering organization;
- Explain the need for the project from a historical perspective;
- Provide information on the role the Corps of Engineers played during initial planning and construction of the locks and ship canal;
- Explain what purposes the project serves today;
- Explain how all facets of the project work and explain changes that are occurring to update or improve operations;
- Encourage and facilitate appropriate use of the recreational and educational opportunities at the project;
- Provide information on the natural (birds, fish, insects, mammals, garden, etc.) and human (planners, builders, and operators) and history of the project;
- Provide an enjoyable experience for project visitors.

2.2 Scheduled Tours

- Provide interpretive programs to school groups, senior citizens, and other groups as requested by the public or COTR;
- Typically, tours shall be provided between the hours of 8 a.m. and 4 p.m. year round;
- Contractor employees shall use Visitor Center exhibits and other interpretive materials provided by the Corps to structure tours to a group's area of interest (fish, navigation, plants, history);
- Tours will typically last from 1 to 1.5 hours, depending on the size and interest of the group, and work in progress. Tour times include prep time, gathering, greeting and returning from the tour;
- Contractor is encouraged to maintain tour group sizes to a ratio of 30 to 1. Tours shall be no larger than 40 to 1;
- Tour groups with 30 people or less shall not be broken into smaller groups;
- Tour group data shall be recorded on **Form 3 and Form 5** and submitted monthly to the COTR.

Tour numbers listed below are the average and maximum, respectively, per month that have been conducted in the past. The Contractor is NOT limited to these quantities per month. This is for information only. The limiting factor on the number of scheduled tours conducted in a one-year period is the total hours listed on the contract bid sheet.

- January 3- 5
- February 4- 6
- March 7- 10
- April 12-16
- May 30-40
- June 30-40
- July 15-20
- August 15-20
- September 30-50
- October 45-55
- November 10-15
- December 1- 5

2.3 Guided Tours

- Provide two guided tours daily for the general public on weekdays 1 May through 30 September;
- Provide three guided tours daily for the general public on weekends 1 May through 30 September;
- Provide a minimum of one guided tour daily for the general public from 1 March through 30 April and 1 October through 30 November;
- Employees shall use Visitor Center exhibits and other interpretive materials provided by the Corps to structure tours to a group's area of interest (fish, navigation, plants, and history);
- Tours will typically last from 1 to 1.5 hours, depending on the size and interest of the group, and work in progress. Tour times include prep time, gathering, greeting and returning from the tour;
- Contractor is encouraged to maintain tour group sizes to a ratio of 30 to 1. Tours shall be no larger than 40 to 1;
- Tour groups with 30 people or less shall not be broken into smaller groups;
- Tour group data shall be recorded on **Form 3 and Form 5** and submitted monthly to the COTR;
- Not later than one hour prior to the start of these tours, a sign announcing the tours will be placed on the walkway in front of the visitor center. Information on this sign shall be updated as necessary. After the last tour of the day, contractor's employee shall return this sign to its proper location in the Visitor Center;

- Tour times and frequency may be adjusted to meet visitor interest or project visitation data.

2.4 Special Event Assistance

Contractor shall ensure that employees provide special event assistance during but not limited to band concerts, speakers programs, school contests, and weddings. These duties shall include, but are not limited to: posting fliers or changing a reader board to announce programs; opening or closing gates; setting up chairs; handing out and collecting visitor surveys, filling information packets, and preparing and presenting occasional off-site programs (schools, fairs, etc.). These events will be coordinated in advance by the COTR and Program Director. Most of these events will occur during the months of May through September. The number of hours spent assisting with special events shall be recorded on **Form 5** and submitted monthly to the COTR.

2.5 Routine Maintenance

The Government will provide all manuals, cleaning solutions, cloths, vacuums, light bulbs, and static master brushes. The number of hours-spent performing routine maintenance shall be recorded on Form 5, and submitted monthly to the COTR. Contractor shall perform audio-visual equipment and exhibit area maintenance in the Visitor Center and Fish Ladder, in accordance with the following:

2.6 The following is the minimum daily schedule the contractor is responsible for or more frequently if needed.

- Review all audio-visual exhibits from start to finish, ensuring that all programs are operating correctly, checking for focus, synchronization of tape, alignment of projector image on screen, remote start operation, and other malfunctions;
- All exhibits will be reviewed prior to opening the visitor center each day, and periodically throughout the day;
- Contractor shall repair routine malfunctions and report non-routine malfunctions to the COTR within 30 minutes of malfunction. Section 2.9 lists “routine” malfunctions for which the Contractor is responsible;
- Replace all burned out spot and exhibit lights in the Visitor Center except stairwell spotlight and florescent lights;
- Spot clean all dirt and fingerprints from glass and exhibit coverings;

2.7 The following is the minimum monthly schedule the contractor is responsible for or more frequently if needed.

- Clean all exhibit glass and screens, inside and out;
- Dust inside areas of exhibits;
- Dust all surfaces on exhibits;
- Vacuum inside exhibits;
- Clean School Slide Show slides;
- Clean projector lenses;
- Dust all wall mounted displays and graphics.

2.8 As Needed

- Re-glue letters, pictures to exhibits;
- Replace burned out slide projector bulbs;
- Replace malfunctioning slide projectors.

2.9 Routine Malfunctions (such as)

- Loose or improperly connected power or synchronization cords;
- Switches or controls at improper settings;
- Tripped breakers;
- CD problems.

2.10 Replacing Audiovisual Equipment

When the Program Director determines a piece of equipment must be replaced the following procedure shall be followed:

- Audiovisual equipment removed from operation shall have the date, brief description of malfunction, name of exhibit, initials on repair tag;
- Install a replacement piece of equipment from the storage area in the Visitor Center or administration building into the exhibit in which the malfunction occurred;

- Inform COTR of the malfunctioning equipment.

2.11 Temporary Exhibits, Flyers and Brochures:

- Contractor shall install six to eight existing exhibits through display cases, on a rotating basis, in the Visitor Center as directed by the COTR;
- Contractor may update these exhibits as necessary, prior to installation;
- The Government will provide temporary exhibits;
- Contractor shall adequately wrap exhibits for storage and store them at a location designated by the COTR;
- The Program Director may be requested to assist the COTR in developing exhibits, flyers, or brochures. This development will take place during times the Program Director is not performing tours or information desk duties. Total number of hours used for this purpose will not exceed 5% of Program Directors duties.

2.12 Mailings

- Contractor shall package and mail brochures and other interpretive related handouts, to organizations, groups, and members of the public as requested by mail, phone, or by the COTR;
- The COTR will provide a supply of envelopes, or make packaging materials available to the Contractor, as needed. The Contractor will place mail in the designated outgoing mail spot in the Administration Building. The Government will pay postage.

2.13 Contractor Employee Work Schedule

The Program Director may develop his own format for an employee work schedule. The schedule shall be available electronically to the COTR.

2.14 Monthly Report

The Contractor shall submit a monthly report to the COTR by the close of business on the third Government workday of each month. This report will include:

- Daily Visitor Center visitation log showing monthly totals on **Form 1**;
- Interpretive contacts **Form 2**

- Interpretive tour information on **Form 3**;
- School Slide Show loan summary on **Form 4**;
- Summary sheet including highlights of above items and hours worked **Form 5**.

2.15 Annual Report

An annual report will be provided to the COTR by 15 November each year under this contract. This report will include the items listed under “Monthly Report” plus a synopsis of programs accomplished and results achieved. The October receiving report will not be approved until the annual report is received.

2.16 Loaning Wheelchair

Contractor employees will use the following procedures when loaning the wheelchair:

- Assist visitors in preparing liability release form;
- Attach a valid identification, driver’s license or passport to the release form and maintain at the information desk until the wheelchair is returned;
- Contractor shall NOT physically assist visitors into or out of the wheelchair;
- Contractor shall clean the chair after each use so it is free of moisture, mud, dirt, bird feces, grass or other debris.

2.17 School Slide Show

Contractor may loan a Corps provided slide program to school groups requesting its use. Contractor shall record information requested on **Form 4 and Form 5**.

2.18 Answering Telephones

Contractor shall answer all calls on the Visitor Center telephone line when on-site. **Contractor shall schedule tours via telephone. All technical and public affairs questions shall be referred to the COTR. Contractor shall professionally answer the phone, for example: “Good Morning/Afternoon, Chittenden Locks Visitor Center, this is (employee’s name)”.**

2.19 Lost and Found

Contractor shall accept found items and reports of lost items; and upon receipt shall complete **Form 6**. The form and found item shall be turned in to the COTR within 24 hours.

2.20 Medical Emergencies

Contractor shall respond to and assist with medical emergencies on project grounds. Contractor shall not be required to provide First Aid or CPR. Contractor shall submit an accident report to the COTR or Lockmaster during the absence of the COTR immediately following all accidents on **Form 7**.

2.21 Other Emergencies

Contractor shall immediately report the following to the COTR:

- All accidents, incidents, emergencies or situations which could adversely affect the health and safety of visitors or employees;
- Unusual conditions, such as power failures, heating and air conditioning unit problems, and rain or storm damage;
- Actual or potential violations of Title 36 (including vandalism) or any disturbances. Contractor shall not enforce Title 36 and will not attempt to apprehend or detain any violators. **Contractor shall not contact law enforcement or wildlife agencies unless instructed to do so by the COTR or designee;**
- **Contractor shall report to the COTR or designee within 24 hours, all criticisms or complaints received.**

PART III. Background Information

3.0 General Project Description

The Lake Washington Ship Canal project is located entirely within the city limits of Seattle, WA. The project consists of two navigation locks, the eight-mile long navigation channel, a spillway dam, a fish ladder, a botanical garden, and a 5,000 square foot Class A Regional Visitor Center, and the Montlake and Fremont Cuts (two narrow land areas located along the eight mile long ship canal). The project was built and is operated by the U.S. Army Corps of Engineers as the only ship passage between Puget Sound and Lake Washington. The entire project is registered as a National Historic Place, and the Hiram M. Chittenden Locks have received the American Society of Civil Engineers status of National Civic Engineering Landmark.

3.1 Visitor Center

The Lake Washington Ship Canal Visitor Center is one of only nine Corps regional Visitor Centers in the country. The existing exhibits were completed in November 1996 and the orientation theater program was updated and modernized in 1997.

3.2 Fish Ladder Viewing Room

Located on the south side of the spillway dam, the Fish Ladder Viewing Room offers the public the opportunity to see different species of fish migrate between saltwater and fresh water environments.

3.3 Carl S. English, Jr. Botanical Garden

The grounds around the Hiram M. Chittenden Locks have become world renown for the English style garden and botanical collection of plants. These numbers can change each year depending on the environment, vandalism, re-establishment or new additions to the garden. The garden is admired by the public and studied by serious botanist and college classes. According to Mr. Michael Fleming the garden in 2004 contained 104 families, 299 Genus, 573 Species, and 277 Varieties of trees, shrubs and plants.

3.4 The Locks

The Locks and the vessels that transit through them are perhaps the major visitor attractions. There are two locks, a large and small lock. The locks operate 24 hours a day, year round. Each lock is closed for annual maintenance, the large lock in November/December and the small lock in March. Vessel traffic continues through the operating lock.

3.5 Project History

The Lake Washington Ship Canal and Hiram M. Chittenden Locks Project was authorized by the Rivers and Harbors Act of June 25, 1910. The Lake Washington Ship Canal and Locks opened a transportation route between Puget Sound and Lakes Washington and Union, and was intended to turn the Seattle area into a major economic port and naval base. Prior to completion of the canal, Lakes Washington and Union were separate bodies of water. Attempts were made for over 40 years to create a waterway between the two freshwater lakes and the saltwater of Puget Sound. Finally in September 1911, construction began on the Locks and was completed on August 3, 1916. The Project's official opening was on July 4, 1917; however, dredging continued after this date. The Lake Washington Ship Canal was listed on the National Register of Historic Places on December 14, 1978.

3.6 Project Namesake

Hiram M. Chittenden was the Corps of Engineers District Engineer during the design and planning of the locks (1906-1908). He was responsible for the locks being concrete instead of wood; for a dual lock design instead of a single lock; and for eliminating the proposed lock at the eastern end

of the canal; consequently, lowering the level of Lake Washington and preventing flooding in the town of Renton. Chittenden left other legacies of his engineering capabilities throughout the country. The most notable of these were at Yellowstone National Park where he designed various roads, bridges, and the entrance arch. In addition to being a highly respected engineer, he was also a well-known historian and author. In 1956 Congress officially named the locks in honor of Chittenden.

3.7 Montlake Cut

This is a narrow portion of the ship canal between Portage Bay and Lake Washington. Prominent nearby features include the Montlake Bridge, the University of Washington, the Museum of History and Industry, and the arboretum trail. In 1970, the Corps, in cooperation with the Seattle Garden Club, completed construction of a National Scenic Waterside Trail here. Joggers, picnickers, sightseers, and fishermen frequently use the area.

3.8 Fremont Cut

This is a narrow portion of the ship canal between Salmon Bay and Lake Union. Prominent nearby features include the Fremont bridge, Seattle Pacific University, and the METRO water quality lab. The Corps owns fifteen feet of land on both the north and south sides of the Fremont Cut. Quadrant Corporation manages Corps fee owned land for recreation from Sound Body & Mind Gym eastward to the Fremont Bridge. The City of Seattle manages the property adjacent to Canal Park as open space and observation decks, although only one has been constructed. The Burke Gilman trail passes through this area. The Corps maintains the south shore adjacent to the South Ship Canal bicycle trail. Joggers, sightseers, and feeders of waterfowl frequently use the area.

3.9 Natural Resources

The drainage basin for the Lake Washington watershed empties into Puget Sound through the ship canal. Directly west from the project across the Sound lies the Olympic Mountain Range and beyond that the Pacific Ocean. The Cascade Mountains rise to the east of the project. Ninety (150 km) miles north lies the Canadian border. The Carl S. English, Jr. Botanical Garden located at the Locks, contains over 500 genera and over 1500 varieties of plants from around the world. On December 10, 1974, the garden was named in honor of the man who dedicated 33 years of his life to it. Carl English Jr. was nationally known as one of the Northwest's leading horticulturists. The garden is often used as a horticulture field site by local colleges and the University of Washington. The fish ladder was rehabilitated in 1976 to provide fish with a more attractive and efficient route around the dam. Four species of anadromous fish migrate through the fish ladder: Chinook, Coho, and Sockeye Salmon, and Steelhead. Occasionally, Sticklebacks and Rainbow Trout can be seen in the ladder. Project wildlife is quite varied and abundant for such an urban area. Predominant species on the project include: California Sea Lions, Beavers, Otters, Canada Geese, Eastern Gray Squirrels, Raccoons, various types of Waterfowl, and Songbirds.

3.10 Commercial Users

The locks were originally constructed to assist in the development of Seattle's commercial and industrial commerce. The area's rich natural resources of coal and timber could be brought to market more economically with the canal. Today 20 % of the traffic passing through the locks is for commercial purposes. 100% of the locks current funding is based upon its commercial use.

3.11 Recreation Resources

Recreation activities offered at this project include: sightseeing of the locks, fish ladder, and garden; viewing of Visitor Center exhibits; the actual locking through of 50,000 recreation boats each year; and fishing, jogging, picnicking, and sightseeing at Montlake and Fremont Cuts. Commodore Park, managed by the city and adjacent to the fish ladder, is a popular site for fishing, sightseeing and leisure activities.

3.12 Visitor Center Building

The Corps of Engineers first Class A Regional Visitor Center was opened on November 11, 1977 at the Hiram M. Chittenden Locks. The Carpenter and Blacksmith Shop was stripped down to original 1916 concrete and rebuilt to house the Visitor Center. Due to the project's historic designation, all changes and modifications made to the Visitor Center building must comply with the National Historic regulations established by the National Park Service. Visitors enter the center on the first floor. This floor serves predominantly as an orientation area, with a staffed information desk, a 12-minute video show in the theater, seasonal exhibits, cooperative association sales area, restrooms, and an elevator. The second floor contains most of the interpretive exhibits. This floor has no outside visitor access except for an emergency fire door. The second floor is accessible by an elevator. Structurally, the floors and outside walls of the building are concrete. Most of the inside walls are covered with acoustical panels. The floor is covered with carpeting. The ceiling is painted black so the original concrete beams and ductwork do not detract from the exhibits.

3.13 Visitor Profile

The project receives approximately 1.5 million visitors each year. Approximately 65% of project visitors are from Washington State. A large majority of visitors come in family groups. Approximately 50% of project visitors are repeat visitors. The Locks is one of the most visited tourist attractions in Seattle. Many locals bring there out of town guests here. Highest visitation is from April to September, and is very closely linked to the weather. The Visitor Center receives about 150,000 visitors each year. Free tours of the project are given to approximately 125 special groups each year. Most tours are for school groups.

**Visitor Center, Information and Tour Customer Service Support Contract
ATTACHMENT 1**

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
Visitor Center, Information and Tour Program Customer Service
Contract No. _____**

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract issued hereunder. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative.

3. SCOPE

To fully understand the roles and the responsibilities of the parties, it is important to first define the distinction in terminology between the Quality Control Plan and the Quality Assurance Surveillance Plan. The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The Contractor develops and submits his Quality Control Plan (QCP) for Government approval in compliance with his contract deliverables. Once accepted, the Contractor then uses the QCP to guide and to rigorously document the implementation of the required management and quality control actions to achieve the specified results. The QASP on the other hand, is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not

a part of the contract nor is it intended to duplicate the Contractor's QCP. The Government has provided the Contractor an informational copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing a QCP and for providing the contractor an opportunity to comment and propose innovative solutions for the Government's QASP.

4. GOVERNMENT RESOURCES

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

Contracting Officer Technical Representative (COTR) - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a COTR is the Contracting Officer. COTR limitations are contained in the written letter of designation.

Technical Monitor - An individual appointed by the COTR to act as his authorized representative for the technical administration of the scope of work.

5. RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer Technical Representative - The COTR is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The COTR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect

contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

Technical Monitor – The Technical Monitor provides detailed technical oversight of the Contractor’s performance and reports his or her findings to the COTR in a timely, complete and impartial fashion to support the **Project Officer’s** technical administration activities. While the Technical Monitor may serve as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters, he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Government’s behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

6. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. In addition to specific instructions that may be mentioned, the appropriate and standardized form that is to be used for documentation of QA surveillance is the Surveillance Activity Checklist, included as Attachment A.

Customer Feedback – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly to the COTR both verbally and in writing the detailed nature of the complaint. The COTR shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file. The COTR shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Surveillance Activity Checklist.

100% Inspection - This level of inspection shall be accomplished by monitoring and documentation. Each month, the COTR, or if so designated the appropriate Technical Monitor, shall review the generated documentation and enter summary results into the Surveillance Activity Checklist.

Periodic Inspection - Periodic inspections may be conducted at any time for the tasks that have been identified and included in this QASP. Periodic Inspection shall be performed by the COTR or by the Technical Monitor.

Random Monitoring - Random monitoring may be conducted at any time for the tasks that have been identified and included in this QASP. Random monitoring shall be performed by the COTR or by the Technical Monitor.

7. IDENTIFIED QA SURVEILLANCE TASKS

The following PBSC items are identified within the Visitor Center, Information and Tour program Customer Service Contract Statement of Work to be applicable on a **contract**-wide basis and are to be monitored under this QASP.

For Each Contract Task

Performance Requirement – As **established by the CORPS**

Performance Standard - As **established by the CORPS**

Method of Measurement – As **established by the CORPS**

Method of Surveillance – As **established by the Corps.**

8. DOCUMENTATION

The COTR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of all Surveillance Activity Checklists. All such records will be retained for the life of this contract. The **Project Officer** shall forward these records to the Contracting Officer at termination or completion of the contract.

9. ATTACHMENTS

Attachment A – Surveillance Activity Checklist

Attachment B – Customer Feedback Form

ATTACHMENT A

Surveillance Activity Checklist

**Visitor Center
Quality Assurance Surveillance Activity Checklist**

| <i>Performance Requirement</i> | <i>Performance Standard</i> | <i>Method of Measurement</i> | <i>Method of Surveillance</i> | <i>Date Accomplished</i> | <i>Compliance (Exceeded, Met or Partially Met, Not Met)</i> |
|--|---------------------------------------|------------------------------|-------------------------------|--------------------------|---|
| On Time Open Visitor Center 10 a.m. (Year Round) | 0 defects per month - Exceeded | Observations | Random Monitoring | | |
| | 1 defect per month - Met | Observations | Random Monitoring | | |
| | 2 defects per month - Partially Met | Observations | Random Monitoring | | |
| | 3 or more defects per month - Not Met | Observations | Random Monitoring | | |
| On Time Close Visitor Center 4 p.m. (October - April) | 0 defects per month - Exceeded | Observations | Random Monitoring | | |
| | 1 defect per month - Met | Observations | Random Monitoring | | |
| | 2 defects per month - Partially Met | Observations | Random Monitoring | | |
| | 3 or more defects per month - Not Met | Observations | Random Monitoring | | |
| On Time Close Visitor Center 6 p.m. (May - September) | 0 defects per month - Exceeded | Observations | Random Monitoring | | |
| | 1 defect per month - Met | Observations | Random Monitoring | | |

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Contract No.: _____

Date: _____

Visitor Center

Quality Assurance Surveillance Activity Checklist

| | | | |
|-------------------------------|---|--------------|-------------------|
| | 2 defects per month - Partially Met | Observations | Random Monitoring |
| | 3 or more defects per month - Not Met | Observations | Random Monitoring |
| Operation of Theater Programs | +/- 5 minutes 0 defects per month - Exceeded | Observations | Random Monitoring |
| | +/- 5 minutes 1 defect per month - Met | Observations | Random Monitoring |
| | +/- 5 minutes 2 defects per month - Partially Met | Observations | Random Monitoring |
| | +/- 5 minutes 3 or more defects per month - Not Met | Observations | Random Monitoring |
| Answering telephone inquiries | 0 defects per month - Exceeded | Observations | Random Monitoring |
| | 1 defect per month - Met | Observations | Random Monitoring |
| | 2 defects per month - Partially Met | Observations | Random Monitoring |
| | 3 or more defects per month - Not Met | Observations | Random Monitoring |
| Scheduling School & VIP tours | 0 defects per month - Exceeded | Observations | Customer Feedback |
| | 1 defect per month - Met | Observations | Customer Feedback |

Visitor Center

Quality Assurance Surveillance Activity Checklist

| | | | |
|---------------------------------|---------------------------------------|--------------|-------------------|
| | 2 defects per month - Partially Met | Observations | Customer Feedback |
| | 3 or more defects per month - Not Met | Observations | Customer Feedback |
| Submitting Oral reports | 0 defects per month - Exceeded | Observations | 100% Inspection |
| | 1 defect per month - Met | Observations | 100% Inspection |
| | 2 defects per month - Partially Met | Observations | 100% Inspection |
| | 3 or more defects per month - Not Met | Observations | 100% Inspection |
| Submitting Written Reports | 0 defects per month - Exceeded | Observations | 100% Inspection |
| | 1 defect per month - Met | Observations | 100% Inspection |
| | 2 defects per month - Partially Met | Observations | 100% Inspection |
| | 3 or more defects per month - Not Met | Observations | 100% Inspection |
| Professional display of Uniform | 0 defects per month - Exceeded | Observations | Random Monitoring |
| | 1 defect per month - Met | Observations | Random Monitoring |

Visitor Center

Quality Assurance Surveillance Activity Checklist

| | | | |
|--|---------------------------------------|--------------|-------------------------------------|
| | 2 defects per month - Partially Met | Observations | Random Monitoring |
| | 3 or more defects per month - Not Met | Observations | Random Monitoring |
| Thematic programs IAW SOW | 0 defects per month - Exceeded | Observations | Random Monitoring/Customer feedback |
| | 1 defect per month - Met | Observations | Random Monitoring/Customer feedback |
| | 2 defects per month - Partially Met | Observations | Random Monitoring/Customer feedback |
| | 3 or more defects per month - Not Met | Observations | Random Monitoring/Customer feedback |
| Maintenance of exhibits & equipment | 0 defects per month - Exceeded | Observations | Periodic Inspection |
| | 1 defect per month - Met | Observations | Periodic Inspection |
| | 2 defects per month - Partially Met | Observations | Periodic Inspection |
| | 3 or more defects per month - Not Met | Observations | Periodic Inspection |
| Projects and maintains an image that reflects favorably upon the Corps | 0 defects per month - Exceeded | Observations | Customer Feedback |
| | 1 defect per month - Met | Observations | Customer Feedback |

**Visitor Center
Quality Assurance Surveillance Activity Checklist**

| | | | |
|--|---------------------------------------|--------------|---|
| | 2 defects per month - Partially Met | Observations | Customer Feedback |
| | 3 or more defects per month - Not Met | Observations | Customer Feedback |
| NWIA Bookstore sales | 0 defects per month - Exceeded | Observations | Random Monitoring/Customer feedback |
| | 1 defect per month - Met | Observations | Random Monitoring/Customer feedback |
| | 2 defects per month - Partially Met | Observations | Random Monitoring/Customer feedback |
| | 3 or more defects per month - Not Met | Observations | Random Monitoring/Customer feedback |
| Special Events, Programs, Education | 0 defects per month - Exceeded | Observations | Random Monitoring/Customer feedback |
| | 1 defect per month - Met | Observations | Random Monitoring/Customer feedback |
| | 2 defects per month - Partially Met | Observations | Random Monitoring/Customer feedback |
| | 3 or more defects per month - Not Met | Observations | Random Monitoring/Customer feedback |

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Contract No.: _____

Date: _____

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Visitor Center Daily Attendance

For the Month of November, 2003

| Date | Attendance* | Weather/Comments |
|------|-------------|---------------------------------------|
| 1 | 384 | overcast and cold |
| 2 | 429 | mostly sunny, but chilly |
| 3 | 278 | sunny and brisk/1 st frost |
| 4 | --- | n/o |
| 5 | --- | n/o |
| 6 | 132 | sunny, chill remains |
| 7 | 237 | mixed sun and clouds |
| 8 | 583 | sun, clouds late, milder |
| 9 | 365 | mostly overcast |
| 10 | 226 | cloudy and cool |
| 11 | --- | n/o |
| 12 | --- | n/o |
| 13 | 158 | sunny, beautiful |
| 14 | 133 | cloudy all day |
| 15 | 289 | cloudy, w/light rain |
| 16 | 172 | rain-and plenty of it |
| 17 | 130 | cloudy, cold, light rain |
| 18 | --- | n/o |
| 19 | --- | n/o |
| 20 | 91 | cloudy, light rain, cold |
| 21 | 132 | mostly sunny, but chilly |
| 22 | 339 | overcast and cold |
| 23 | 195 | clouds, drizzle, cold |
| 24 | 266 | quite sunny today |
| 25 | --- | n/o |
| 26 | --- | n/o |
| 27 | --- | Closed Thanksgiving Day |
| 28 | 242 | lots of rain |
| 29 | 535 | mostly cloudy |
| 30 | 437 | ending on a sunny note |
| 31 | --- | --- |

Total Attendance 5753

Total Days Open 21

Average

Daily
Attendance 274

* N/O = Not open on this date

INTERPRETIVE TOUR SUMMARY
FOR THE MONTH OF November, 2003

Guided Tours

Number of tours offered: 21
Total Attendance: 277
Dates & times of tours not attended: 0

Scheduled Tours

Date/Time: 11/1/03, 10:00-11:00
Name of group: Antioch University
Phone number: 268-4710 Size: 25

Remarks: _____

Date/Time: 11/3/03, 10:00-11:00
Name of group: Reach East Homeschool
Phone number: 425-885-0116 Size: 23

Remarks: _____

Date/Time: 11/3/03, 2:00-3:00
Name of group: Elderhostel
Phone number: 270-8800 Size: 45

Remarks: _____

Date/Time: 11/5/03, 10:30-11:30
Name of group: Wilderness Awareness School
Phone number: 425-788-1301 Size: 33

Remarks: _____

Date/Time: 11/6/03, 10:00-11:00
Name of group: Viewlands Elementary
Phone number: 252-4390 Size: 27

Remarks: _____

Date/Time: Same as above
Name of group: _____

Phone number: _____ Size: 25

Remarks: _____

Date/Time: 11/7/03, 10:00-11:00

Name of group: Manhattan Homeschool

Phone number: 431-5743 Size: 31

Remarks: _____

Date/Time: 11/13/03, 11:30-3:30

Name of group: Tyee Yacht Club (and others)

Phone number: 425-712-8724 Size: 80

Remarks: Special off-site luncheon presentation
for lady yacht clubbers from around Puget Sound.

Date/Time: 11/13/03, 2:00-3:00

Name of group: City University

Phone number: 417-9571 Size: 12

Remarks: _____

Date/Time: 11/14/03, 1:00-2:00

Name of group: Hill Crest Academy

Phone number: 425-334-9686 Size: 15

Remarks: _____

Date/Time: 11/23/03, 10:30-11:30

Name of group: Boy Scout Troop # 167

Phone number: 443-2785 Size: 22

Remarks: _____

Date/Time: _____

Name of group: _____

Phone number: _____ Size: _____

Remarks: _____

Date/Time: _____

Name of group: _____

Phone number: _____ Size: _____

Remarks: _____

Date/Time: _____

Name of group: _____

Phone number: _____ Size: _____

Remarks: _____

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SCHOOL SLIDE LOAN PROGRAM SUMMARY
For the month of November, 2003

Issue date: _____ Return date: _____
Name of group: _____
Phone number: _____ Size of group: _____
Remarks: _____

Issue date: _____ Return date: _____
Name of group: _____
Phone number: _____ Size of group: _____
Remarks: _____

Issue date: _____ Return date: _____
Name of group: _____
Phone number: _____ Size of group: _____
Remarks: _____

Issue date: _____ Return date: _____
Name of group: _____
Phone number: _____ Size of group: _____
Remarks: _____

Issue date: _____ Return date: _____
Name of group: _____
Phone number: _____ Size of group: _____
Remarks: _____

Issue date: _____ Return date: _____
Name of group: _____
Phone number: _____ Size of group: _____
Remarks: _____

Issue date: _____ Return date: _____
Name of group: _____
Phone number: _____ Size of group: _____
Remarks: _____

Issue date: _____ Return date: _____
Name of group: _____
Phone number: _____ Size of group: _____
Remarks: _____

Issue date: _____ Return date: _____
Name of group: _____
Phone number: _____ Size of group: _____
Remarks: _____

FORM # 4

INTERPRETIVE SERVICES MONTHLY REPORT

For the month of November, 2003

HOURS WORKED

| | MONTHLY TOTAL | Y.T.D. |
|-----------------------------|---------------|------------|
| Program Director | 176 | 176 |
| Park Attendant | 126 | 126 |
| Training (Information desk) | 6 | 6 |
| Training (Tour guide) | 4 | 4 |
| Supplemental | 19 | 19 |
| | | |
| Grand Total | 331 | 331 |

VISITOR CENTER, THEATER and TOUR ATTENDANCE

| | MONTHLY TOTAL | Y.T.D. |
|---------------------------|---------------|--------|
| Total Visitors | 5753 | 5753 |
| Total Days Open | 21 | 21 |
| Average Daily Attendance | 274 | 274 |
| | | |
| Theater Program | 1142 | 1142 |
| | | |
| Guided Tour Attendance | 277 | 277 |
| Scheduled Tour Attendance | 338 | 338 |

ITEMS LOANED

| | MONTHLY TOTAL | Y.T.D. |
|-------------------|---------------|--------|
| School Slide Show | 0 | 0 |
| Wheelchair | 4 | 4 |

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LOST - FOUND REPORT

| | |
|-------|--|
| LOST | |
| FOUND | |

PART I - LOST/FOUND ITEM DESCRIPTION

RECEIVING STATION _____ DATE _____

LOCATION (where item was lost/found) _____

BY _____ NAME: _____ Phone _____

ADDRESS: _____

CITY, STATE, AND ZIP: _____

ITEM DESCRIPTION (include contents) _____

WITNESS _____ (Signature) _____ (Date)

EMPLOYEE _____ (Signature) _____ (Date)

PART II - DISPOSITION

ITEM RETURNED TO: _____ BY (name): _____ DATE: _____

-----|
-----+-----|
THE ABOVE ITEM WAS RETURNED TO ME (signature) | DATE:
-----|
ADDRESS | PHONE
-----|

FORM # 6

PRELIMINARY ACCIDENT REPORT
Submit to Park Ranger or Lockmaster

Name of Person(s) Involved:

Address/Phone Number:

Age:

Sex:

Date and Time of Accident:

Description and Location of Accident:

Cause of Accident/Injury:

Visible Injuries:

How Involved Party Could Have Prevented Accident (if applicable):

Treatment Offered:

How Future Accidents Could Be Prevented (if applicable):

Names of Witnesses, Addresses and Phone Numbers:

Name of Corps Employee Notified and Time of Notification:

FORM # 7

Form 7 -O:\groups\vcops\operate

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WAGE DETERMINATION NO: 94-2563 REV (24) AREA: WA, SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (24) AREA: WA, SEATTLE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF
LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH
DOL***

WASHINGTON D.C. 20210

Wage Determination No.: 1994-
2563

William W. Gross Division of | Revision No.: 24
Director Wage Determinations | Date Of Last Revision:
09/30/2003

State: Washington
Area: Washington Counties of King, Snohomish, Whatcom

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

| OCCUPATION CODE - TITLE | MINIMUM |
|---|---------|
| WAGE RATE | |
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 11.14 |
| 01012 - Accounting Clerk II | 12.36 |
| 01013 - Accounting Clerk III | 14.37 |
| 01014 - Accounting Clerk IV | 16.36 |
| 01030 - Court Reporter | 14.86 |
| 01050 - Dispatcher, Motor Vehicle | 15.84 |
| 01060 - Document Preparation Clerk | 12.70 |
| 01070 - Messenger (Courier) | 9.84 |
| 01090 - Duplicating Machine Operator | 12.70 |
| 01110 - Film/Tape Librarian | 13.09 |
| 01115 - General Clerk I | 9.45 |
| 01116 - General Clerk II | 10.68 |
| 01117 - General Clerk III | 13.68 |
| 01118 - General Clerk IV | 15.04 |
| 01120 - Housing Referral Assistant | 17.89 |

01131 - Key Entry Operator I
11.44
01132 - Key Entry Operator II
13.96
01191 - Order Clerk I
11.41
01192 - Order Clerk II
14.69
01261 - Personnel Assistant (Employment) I
12.70
01262 - Personnel Assistant (Employment) II
14.10
01263 - Personnel Assistant (Employment) III
15.65
01264 - Personnel Assistant (Employment) IV
17.89
01270 - Production Control Clerk
17.89
01290 - Rental Clerk
12.12
01300 - Scheduler, Maintenance
13.94
01311 - Secretary I
13.70
01312 - Secretary II
14.86
01313 - Secretary III
16.52
01314 - Secretary IV
21.44
01315 - Secretary V
24.91
01320 - Service Order Dispatcher
14.27
01341 - Stenographer I
12.96
01342 - Stenographer II
14.79
01400 - Supply Technician
21.03
01420 - Survey Worker (Interviewer)
14.16
01460 - Switchboard Operator-Receptionist
11.22
01510 - Test Examiner
14.86
01520 - Test Proctor
14.86
01531 - Travel Clerk I
11.53
01532 - Travel Clerk II
12.38
01533 - Travel Clerk III
13.22
01611 - Word Processor I
12.70

01612 - Word Processor II
 14.79
 01613 - Word Processor III
 18.65
 03000 - Automatic Data Processing Occupations
 03010 - Computer Data Librarian
 13.92
 03041 - Computer Operator I
 14.50
 03042 - Computer Operator II
 16.09
 03043 - Computer Operator III
 17.89
 03044 - Computer Operator IV
 21.03
 03045 - Computer Operator V
 23.34
 03071 - Computer Programmer I (1)
 15.58
 03072 - Computer Programmer II (1)
 19.82
 03073 - Computer Programmer III (1)
 26.46
 03074 - Computer Programmer IV (1)
 27.54
 03101 - Computer Systems Analyst I (1)
 25.70
 03102 - Computer Systems Analyst II (1)
 27.62
 03103 - Computer Systems Analyst III (1)
 27.62
 03160 - Peripheral Equipment Operator
 14.70
 05000 - Automotive Service Occupations
 05005 - Automotive Body Repairer, Fiberglass
 21.30
 05010 - Automotive Glass Installer
 20.34
 05040 - Automotive Worker
 20.34
 05070 - Electrician, Automotive
 21.01
 05100 - Mobile Equipment Servicer
 18.98
 05130 - Motor Equipment Metal Mechanic
 21.73
 05160 - Motor Equipment Metal Worker
 20.34
 05190 - Motor Vehicle Mechanic
 21.69
 05220 - Motor Vehicle Mechanic Helper
 18.29
 05250 - Motor Vehicle Upholstery Worker
 19.67
 05280 - Motor Vehicle Wrecker
 20.34

05310 - Painter, Automotive
 21.01
 05340 - Radiator Repair Specialist
 20.34
 05370 - Tire Repairer
 16.61
 05400 - Transmission Repair Specialist
 21.73
 07000 - Food Preparation and Service Occupations
 (not set) - Food Service Worker
 9.38
 07010 - Baker
 12.65
 07041 - Cook I
 11.14
 07042 - Cook II
 11.87
 07070 - Dishwasher
 9.55
 07130 - Meat Cutter
 16.45
 07250 - Waiter/Waitress
 11.91
 09000 - Furniture Maintenance and Repair Occupations
 09010 - Electrostatic Spray Painter
 21.06
 09040 - Furniture Handler
 16.94
 09070 - Furniture Refinisher
 21.06
 09100 - Furniture Refinisher Helper
 18.25
 09110 - Furniture Repairer, Minor
 19.54
 09130 - Upholsterer
 21.06
 11030 - General Services and Support Occupations
 11030 - Cleaner, Vehicles
 10.33
 11060 - Elevator Operator
 10.38
 11090 - Gardener
 13.31
 11121 - House Keeping Aid I
 9.32
 11122 - House Keeping Aid II
 10.56
 11150 - Janitor
 10.56
 11210 - Laborer, Grounds Maintenance
 13.01
 11240 - Maid or Houseman
 9.32
 11270 - Pest Controller
 13.39
 11300 - Refuse Collector
 11.87

11330 - Tractor Operator
 13.45
 11360 - Window Cleaner
 11.11
 12000 - Health Occupations
 12020 - Dental Assistant
 14.78
 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
 15.26
 12071 - Licensed Practical Nurse I
 14.36
 12072 - Licensed Practical Nurse II
 16.12
 12073 - Licensed Practical Nurse III
 18.02
 12100 - Medical Assistant
 12.09
 12130 - Medical Laboratory Technician
 14.44
 12160 - Medical Record Clerk
 12.97
 12190 - Medical Record Technician
 14.57
 12221 - Nursing Assistant I
 8.29
 12222 - Nursing Assistant II
 10.11
 12223 - Nursing Assistant III
 11.22
 12224 - Nursing Assistant IV
 13.30
 12250 - Pharmacy Technician
 14.06
 12280 - Phlebotomist
 11.98
 12311 - Registered Nurse I
 20.30
 12312 - Registered Nurse II
 24.76
 12313 - Registered Nurse II, Specialist
 24.76
 12314 - Registered Nurse III
 29.43
 12315 - Registered Nurse III, Anesthetist
 29.43
 12316 - Registered Nurse IV
 32.99
 13000 - Information and Arts Occupations
 13002 - Audiovisual Librarian
 15.88
 13011 - Exhibits Specialist I
 19.53
 13012 - Exhibits Specialist II
 22.27
 13013 - Exhibits Specialist III
 27.40

13041 - Illustrator I
 19.04
 13042 - Illustrator II
 21.71
 13043 - Illustrator III
 26.71
 13047 - Librarian
 24.67
 13050 - Library Technician
 15.42
 13071 - Photographer I
 16.01
 13072 - Photographer II
 20.51
 13073 - Photographer III
 22.58
 13074 - Photographer IV
 27.78
 13075 - Photographer V
 34.14
 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
 15010 - Assembler
 8.46
 15030 - Counter Attendant
 8.46
 15040 - Dry Cleaner
 10.66
 15070 - Finisher, Flatwork, Machine
 8.46
 15090 - Presser, Hand
 8.46
 15100 - Presser, Machine, Drycleaning
 8.46
 15130 - Presser, Machine, Shirts
 8.46
 15160 - Presser, Machine, Wearing Apparel, Laundry
 8.46
 15190 - Sewing Machine Operator
 11.40
 15220 - Tailor
 12.13
 15250 - Washer, Machine
 9.20
 19000 - Machine Tool Operation and Repair Occupations
 19010 - Machine-Tool Operator (Toolroom)
 21.09
 19040 - Tool and Die Maker
 23.67
 21000 - Material Handling and Packing Occupations
 21010 - Fuel Distribution System Operator
 18.70
 21020 - Material Coordinator
 18.01
 21030 - Material Expediter
 18.01
 21040 - Material Handling Laborer
 15.16

21050 - Order Filler
 12.19
 21071 - Forklift Operator
 18.06
 21080 - Production Line Worker (Food Processing)
 17.19
 21100 - Shipping/Receiving Clerk
 15.76
 21130 - Shipping Packer
 15.76
 21140 - Store Worker I
 12.36
 21150 - Stock Clerk (Shelf Stocker; Store Worker II)
 15.53
 21210 - Tools and Parts Attendant
 18.57
 21400 - Warehouse Specialist
 18.06
 23000 - Mechanics and Maintenance and Repair Occupations
 23010 - Aircraft Mechanic
 21.71
 23040 - Aircraft Mechanic Helper
 18.25
 23050 - Aircraft Quality Control Inspector
 27.53
 23060 - Aircraft Servicer
 19.54
 23070 - Aircraft Worker
 20.41
 23100 - Appliance Mechanic
 21.06
 23120 - Bicycle Repairer
 18.25
 23125 - Cable Splicer
 26.37
 23130 - Carpenter, Maintenance
 22.47
 23140 - Carpet Layer
 24.29
 23160 - Electrician, Maintenance
 25.80
 23181 - Electronics Technician, Maintenance I
 22.01
 23182 - Electronics Technician, Maintenance II
 23.72
 23183 - Electronics Technician, Maintenance III
 27.85
 23260 - Fabric Worker
 19.54
 23290 - Fire Alarm System Mechanic
 21.71
 23310 - Fire Extinguisher Repairer
 18.89
 23340 - Fuel Distribution System Mechanic
 21.71
 23370 - General Maintenance Worker
 17.86

23400 - Heating, Refrigeration and Air Conditioning Mechanic
 23.63
 23430 - Heavy Equipment Mechanic
 21.71
 23440 - Heavy Equipment Operator
 24.20
 23460 - Instrument Mechanic
 21.71
 23470 - Laborer
 12.08
 23500 - Locksmith
 20.96
 23530 - Machinery Maintenance Mechanic
 21.75
 23550 - Machinist, Maintenance
 20.97
 23580 - Maintenance Trades Helper
 17.93
 23640 - Millwright
 24.46
 23700 - Office Appliance Repairer
 21.06
 23740 - Painter, Aircraft
 21.06
 23760 - Painter, Maintenance
 21.06
 23790 - Pipefitter, Maintenance
 26.89
 23800 - Plumber, Maintenance
 25.02
 23820 - Pneudraulic Systems Mechanic
 21.71
 23850 - Rigger
 21.71
 23870 - Scale Mechanic
 20.41
 23890 - Sheet-Metal Worker, Maintenance
 21.88
 23910 - Small Engine Mechanic
 18.55
 23930 - Telecommunication Mechanic I
 21.71
 23931 - Telecommunication Mechanic II
 22.37
 23950 - Telephone Lineman
 21.71
 23960 - Welder, Combination, Maintenance
 21.71
 23965 - Well Driller
 21.71
 23970 - Woodcraft Worker
 21.71
 23980 - Woodworker
 18.89
 24000 - Personal Needs Occupations
 24570 - Child Care Attendant
 9.07

24580 - Child Care Center Clerk
 11.34
 24600 - Chore Aid
 9.06
 24630 - Homemaker
 15.81
 25000 - Plant and System Operation Occupations
 25010 - Boiler Tender
 23.46
 25040 - Sewage Plant Operator
 24.00
 25070 - Stationary Engineer
 23.46
 25190 - Ventilation Equipment Tender
 18.25
 25210 - Water Treatment Plant Operator
 24.00
 27000 - Protective Service Occupations
 (not set) - Police Officer
 24.02
 27004 - Alarm Monitor
 17.12
 27006 - Corrections Officer
 18.69
 27010 - Court Security Officer
 23.51
 27040 - Detention Officer
 23.51
 27070 - Firefighter
 24.91
 27101 - Guard I
 8.78
 27102 - Guard II
 15.40
 28000 - Stevedoring/Longshoremen Occupations
 28010 - Blocker and Bracer
 17.39
 28020 - Hatch Tender
 17.39
 28030 - Line Handler
 17.39
 28040 - Stevedore I
 16.81
 28050 - Stevedore II
 17.96
 29000 - Technical Occupations
 21150 - Graphic Artist
 23.71
 29010 - Air Traffic Control Specialist, Center (2)
 30.29
 29011 - Air Traffic Control Specialist, Station (2)
 20.88
 29012 - Air Traffic Control Specialist, Terminal (2)
 23.01
 29023 - Archeological Technician I
 15.83

29024 - Archeological Technician II
17.71
29025 - Archeological Technician III
21.93
29030 - Cartographic Technician
21.93
29035 - Computer Based Training (CBT) Specialist/ Instructor
25.70
29040 - Civil Engineering Technician
22.57
29061 - Drafter I
13.24
29062 - Drafter II
15.55
29063 - Drafter III
20.19
29064 - Drafter IV
21.93
29081 - Engineering Technician I
14.80
29082 - Engineering Technician II
16.61
29083 - Engineering Technician III
19.95
29084 - Engineering Technician IV
24.62
29085 - Engineering Technician V
29.65
29086 - Engineering Technician VI
35.87
29090 - Environmental Technician
20.86
29100 - Flight Simulator/Instructor (Pilot)
29.06
29160 - Instructor
21.30
29210 - Laboratory Technician
17.51
29240 - Mathematical Technician
21.93
29361 - Paralegal/Legal Assistant I
15.74
29362 - Paralegal/Legal Assistant II
19.43
29363 - Paralegal/Legal Assistant III
21.44
29364 - Paralegal/Legal Assistant IV
28.72
29390 - Photooptics Technician
21.93
29480 - Technical Writer
24.77
29491 - Unexploded Ordnance (UXO) Technician I
19.25
29492 - Unexploded Ordnance (UXO) Technician II
23.29

29493 - Unexploded Ordnance (UXO) Technician III
 27.92
 29494 - Unexploded (UXO) Safety Escort
 19.25
 29495 - Unexploded (UXO) Sweep Personnel
 19.25
 29620 - Weather Observer, Senior (3)
 20.86
 29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
 18.32
 29622 - Weather Observer, Upper Air (3)
 18.32
 31000 - Transportation/ Mobile Equipment Operation Occupations
 31030 - Bus Driver
 16.95
 31260 - Parking and Lot Attendant
 9.90
 31290 - Shuttle Bus Driver
 11.29
 31300 - Taxi Driver
 9.22
 31361 - Truckdriver, Light Truck
 11.29
 31362 - Truckdriver, Medium Truck
 17.28
 31363 - Truckdriver, Heavy Truck
 18.28
 31364 - Truckdriver, Tractor-Trailer
 18.28
 99000 - Miscellaneous Occupations
 99020 - Animal Caretaker
 10.90
 99030 - Cashier
 10.49
 99041 - Carnival Equipment Operator
 11.62
 99042 - Carnival Equipment Repairer
 12.07
 99043 - Carnival Worker
 10.26
 99050 - Desk Clerk
 10.81
 99095 - Embalmer
 20.48
 99300 - Lifeguard
 10.12
 99310 - Mortician
 19.34
 99350 - Park Attendant (Aide)
 12.70
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
 12.87
 99500 - Recreation Specialist
 14.96
 99510 - Recycling Worker
 13.52

99610 - Sales Clerk
12.70
99620 - School Crossing Guard (Crosswalk Attendant)
11.18
99630 - Sport Official
10.12
99658 - Survey Party Chief (Chief of Party)
21.28
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
16.80
99660 - Surveying Aide
12.26
99690 - Swimming Pool Operator
15.60
99720 - Vending Machine Attendant
14.87
99730 - Vending Machine Repairer
15.00
99740 - Vending Machine Repairer Helper
14.87

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

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

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:

An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of

the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION**

**

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the

request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of

Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide

classifications listed in the wage determination.