

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 57
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 12-Apr-2004	4. REQUISITION/PURCHASE REQ. NO. W58XUW-3322-2500		5. PROJECT NO.(if applicable)
6. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG 601 E 12TH ST CT-C RM 757 KANSAS CITY MO 64106-2896	CODE W912DQ	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W912DQ-04-R-0007	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 30-Mar-2004	
		<input type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO.		
		<input type="checkbox"/> 10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THE CHANGE: Area added (STOCKTON AREA) to page 42 of the REVISED TECHNICAL EXHIBIT #2 AREAS, FREQUENCIES & ACREAGES.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 14-Apr-2004

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

PWS - PERF WORK STMT

SECTION C

PERFORMANCE WORK STATEMENT

Mowing and Trimming Services

U.S. Army Corps of Engineers

Stockton Lake Project, Missouri

<u>SECTION</u>	<u>TITLE</u>
C-1	GENERAL INFORMATION
C-2	DEFINITIONS & ACRONYMS
C-3	GOVERNMENT-FURNISHED PROPERTY AND SUPPLIES
C-4	CONTRACTOR-FURNISHED ITEMS AND SERVICES
C-5	SPECIFIC TASKS

ATTACHMENT 1 *"STATEMENT OF EXPERIENCE"*

ATTACHMENT 2 *"PAST PERFORMANCE QUESTIONNAIRE AND COVER LETTER"*

ATTACHMENT 3 *"LISTING OF EQUIPMENT"*

ATTACHMENT 4 *"LISTING OF EMPLOYEES/PERSONNEL"*

ATTACHMENT 5 *"WAGE RATES"*

TECHNICAL EXHIBIT #1 *"PERFORMANCE REQUIREMENTS SUMMARY"*

TECHNICAL EXHIBIT #2 *"AREAS, FREQUENCIES, AND ACREAGES"*

TECHNICAL EXHIBIT #3 *"AREA MAPS" (available through mail, not internet)*

TECHNICAL EXHIBIT #4 *"AWARD TERM DOCUMENTS"*

C-1

GENERAL INFORMATION

- C.1.1 BACKGROUND.** Stockton Lake is a flood control reservoir in Missouri, with numerous parks and access areas managed by or leased from the U.S. Army Corps of Engineers. Park areas at Stockton Lake Project offer a wide variety of recreation facilities including boat launching ramps, campgrounds, full service marinas, picnic areas, and sand swimming beaches. Many routine maintenance items are contracted to the private sector. Mowing, refuse collection, and facility cleanup are just a few of the activities that are performed by private contractors for the Corps of Engineers at Stockton Lake Project. Award will be an Indefinite Delivery, Indefinite Quantity (IDIQ), performance-based service contract.
- C.1.2 SCOPE OF WORK.** The Contractor shall provide all manpower, labor, equipment, materials/supplies, transportation, fuel, tools, supervision and other items and services necessary to provide mowing and trimming of public use areas at the Stockton Lake Project, near Stockton, Missouri, as well as lawn care services to maintain the area surrounding the Project Office, as described in the attached performance work statement (PWS) and elsewhere in the solicitation. The Contractor shall perform to the standards in this contract. Services also consist of attending annual pre-work conferences, meetings as necessary, and preparing worksheets and invoices. A map of Stockton Lake can be found on the Internet at:
http://www.nwk.usace.army.mil/stockton/stockton_home.htm.
- C.1.3 PERIOD OF PERFORMANCE.** The Contractor shall perform services as ordered by the Government. The maximum 10-year duration of the contract includes renewal option and award term periods which may or may not be exercised at the discretion of the Government, not of the Contractor. Following are the ordering period(s):
- | | |
|-----------------------------|--|
| BASE PERIOD: | 01 April 2004 (or date of award, if later) thru 30 September 2004 |
| 1 ST RENEWAL: | 01 October 2004 thru 20 November 2004
01 April 2005 thru 30 September 2005 |
| 2 ND RENEWAL: | 01 October 2005 thru 20 November 2005
01 April 2006 thru 30 September 2006 |
| 3 RD RENEWAL: | 01 October 2006 thru 20 November 2006
01 April 2007 thru 30 September 2007 |
| 4 TH RENEWAL: | 01 October 2007 thru 20 November 2007
01 April 2008 thru 30 September 2008 |
| 1 ST AWARD TERM: | 01 October 2008 thru 20 November 2008
01 April 2009 through 30 September 2009 |
| 2 ND AWARD TERM: | 01 October 2009 thru 20 November 2009
01 April 2010 through 30 September 2010 |
| 3 RD AWARD TERM: | 01 October 2010 thru 20 November 2010 |

accordance with the Prompt Payment Act, payment will be made approximately 30 days after the last day of services received for the billing period, or 30 days from receipt of the invoice, whichever is later. The Contractor will be provided a blank 'direct deposit' form at the Pre-Work meeting. This form shall be completed by the Contractor to enable EFT.

C.1.8 CONTRACTOR PERSONNEL.

C.1.8.1 MINIMUM MANPOWER REQUIREMENT: The Contractor and employees/staff shall personally perform, or provide personal superintendence of the performance of, duties under this contract (no subcontracting). The Contractor shall maintain a sufficient number of staff/employees to perform the required services. In the event the Contractor is unable to perform contract duties, the Government reserves the right to terminate the contract.

C.1.8.2 CONTRACTOR PERSONNEL: Contractor personnel shall present a neat appearance and be fully clothed at all times while performing services ordered under the contract. "Fully clothed" shall be deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times; except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the safe performance of services or for the application of various approved chemicals (if any). The Contractor shall provide own attire. Contractor personnel shall utilize tact, diplomacy, and courtesy at all times during contact with the public and with Government personnel. The Contracting Officer's Representative reserves the right to disapprove any individual whom he/she considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice. Any such decision is final. Any illegal or criminal activity on the part of the Contractor or staff, employees, or other personnel may result in termination of the contract. In order to assure that the required services be performed at an acceptable level, the Contractor shall designate in writing a responsible on-site representative of each work crew, who shall serve as a contact for matters involving quality, performance, or nonperformance of required services assigned to that crew. In the absence of a designated on-site representative, or if the designated on-site representative is not present, the Contractor warrants that any and all members of each work crew are qualified and fully competent with full authority to act for, and on behalf of, the Contractor, to insure the required work is performed in strict accordance with the contract specifications. The Government reserves the right to discuss mowing and trimming matters with any Contractor employee on-site and currently employed by the Contractor.

C.1.8.3 SECURITY REQUIREMENTS:

C.1.8.3.1 GENERAL. To assist the visiting public in reclaiming lost articles, the Contractor shall turn in to the Project Office all

property left by visitors and found during the performance of duties. The Contractor shall report any instance of vandalism, facilities not operating property, or facilities in need of repair to the Project Office. The Contractor shall open and close gates within the contract boundary areas. The Contractor shall securely lock any gate that is opened by him/her, upon completion of the required work, or upon completion of the workday.

C.1.8.3.2 KEYS. The Contractor shall safeguard all Government property. Government-furnished keys may be provided to the Contractor. The Contractor shall establish and implement methods of making sure all keys issued by the Government to the Contractor for Contractor's use are not lost or misplaced, and are not used by unauthorized persons. The Contractor shall immediately report to the Contracting Officer or the COR any occurrences of loss, unauthorized use, or unauthorized duplication of keys. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required upon written direction of the Contracting Officer, to rekey or replace the affected lock or locks without cost to the Government. The Contractor shall safeguard keys issued to them to perform the services required by this contract. All keys shall be returned to the Government upon request and/or completion of the contract. Failure to return keys can result in withholding of payment.

C.1.8.3.3 DAM ROADWAY. The road across the dam may be closed from time to time during the life of this contract. The closure of the dam may continue for several months under certain construction and/or maintenance circumstances. The Contractor shall be prepared to take an alternate route during these times, at no additional cost to the government.

C.1.9 EQUIPMENT BREAKDOWN: Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. It shall be the responsibility of the Contractor to assure that he or she has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of primary equipment.

C.1.10 QUALITY CONTROL (CONTRACTOR'S RESPONSIBILITY).

C.1.10.1 Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the Project. The Quality Control Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the

Contractor must be maintained and made available to the Government during contract performance.

C.1.10.2 The Contractor shall designate, in writing, a responsible on-site representative of each work crew who shall serve as a contact for matters involving quality, performance or non-performance of the required work assigned to that crew. The representative shall have the authority to correct non-performance. The Contracting Officer may disapprove any individual whom he considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice, and the Contracting Officer's decision shall represent a final decision.

C.1.10.3 The Contractor shall furnish to the Project Manager, a telephone number attended during normal business hours (___ a.m. - ___ p.m., CST) to which calls concerning performance or other contractual matters can be placed. For the purpose of time and date, a message will be deemed delivered to the Contractor, at such time as it is delivered to the number provided by the Contractor.

C.1.10.4 As each item of work is completed, the Contractor's representative at the job site shall enter the time that the item of work was completed on a Contractor's Daily Worksheet. Completed and signed worksheets shall be delivered each day work is performed, as directed by the Contracting Officer's Representative. Contractor Daily Worksheet forms will be furnished by the Government.

C.1.11 QUALITY ASSURANCE (GOVERNMENT'S RESPONSIBILITY).

C.1.11.1 QUALITY ASSURANCE PLAN (QAP). A Quality Assurance Plan will be used during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government develops the QAP, and the Project Office administers the plan through Quality Assurance Evaluators (QAEs).

C.1.11.2 GOVERNMENT SURVEILLANCE PLAN. The Government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government. Typical procedures might include random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.

C.1.11.3 INSPECTIONS. According to the Inspection of Services clause (52.246-4 Inspection of Services-Fixed Price), the Government reserves the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government will perform inspections and tests in a manner that will not unduly delay the work.

- C.1.11.4 **UNSATISFACTORY PERFORMANCE.** If any of the services do not conform to contract requirements, the Government may request the Contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) reduce the contract price to reflect the reduced value of the services performed. NOTE: If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may by contract, or otherwise: (1) perform the services and charge to the Contractor any cost incurred by the government that is directly related to the performance of such service, or (2) terminate the contract in whole or in part. The Government reserves the right to cause the specified work to be performed by a third party or Government personnel and the cost incurred thereby will be levied against the Contractor. Any time Government personnel are used because of Contractor's nonperformance, the cost levied against the Contractor will include all direct costs associated with the performance of the specified work the direct cost to the Government for substitution of the Government personnel removed from their normal duties is computed on an hourly basis at the applicable wage rate. Government personnel will be used only when time is of the essence and the interests of the Government would not be served by securing a third party to perform the specified work.
- C.1.12 OTHER CONTRACTS.** The Contractor shall not commit or permit any act which may interfere with the performance of work by another Contractor or Government employee(s).
- C.1.13 VOLUNTEERS.** Volunteers may be utilized in the parks. Volunteers receive and follow instructions from a Government representative, not the Contractor. The Contractor should not consider any volunteer as his/her employee. Volunteers may staff the Park Attendant booth outside of the Contractor's normal scheduled hours, or may perform other duties, as instructed by Government representative.
- C.1.14 CONTRACTOR PETS.** The Contractor shall be liable for any damages or injuries caused by their pets. When outside, pets shall be on a leash at all times.
- C.1.15 SMOKING POLICY.** Smoking is not allowed in all Government buildings, including shower buildings, vault toilets, etc. Smoking is also not allowed by the Contractor while in direct contact with the public.
- C.1.16 FIREARMS AND WEAPONS.** The Contractor shall not possess, during the performance of this contract, any item, including firearms, that can be used as a weapon. Title 36 regulates firearms on Federal property.

C.1.17 SAFETY.

- C.1.17.1 Appropriate measures shall be taken to protect the general public from accidental injury. All services shall be performed in accordance with applicable safety requirements set forth in Corps of Engineers Manual EM-385-1-1, "Safety and Health Requirements Manual" and supplements thereto (copies are available from the Project Office). ANY EQUIPMENT OR MATERIALS NOT IN CONFORMITY WITH THE SAFETY MANUAL SHALL BE REMOVED FROM GOVERNMENT PROPERTY IMMEDIATELY.
- C.1.17.2 Prior to beginning work on this contract the Contractor shall have an approved Accident Prevention Plan. This plan shall be in accordance with the most recent EM 385-1-1. The plan is intended to be a viable document and enhance the safety of Project staff and visitors. The Contractor will be expected to take a vital interest in safety, hazard, and educate their employees to work and plan their work safely. Proper driving techniques and defensive driving will be practiced to prevent vehicle accidents and property damage.
- C.1.17.3 In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Federal, State, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.
- C.1.17.4 Contractor vehicles shall be equipped with 4-way flashers and turn signals in operating condition. Flashers shall be activated when vehicles are parked on, or traveling slowly along roadways.
- C.1.17.5 Any injury, property damage equipment malfunction or safety hazard observed by the Contractor shall be immediately reported to the Project personnel.
- C.1.17.6 Tractors and self-propelled mowers over twenty (20) drawbar horsepower and/or exceeding 1,000 pounds gross weight shall be equipped with an approved rollover-protection system, flashers, turn signals and seatbelts. Seatbelts shall be worn and flashers activated at all times when equipment is in operation. The Contractor's tractors and other slow-moving equipment shall be equipped with the slow-moving vehicle sign. All mowers and trimming equipment shall be equipped and maintained with safety chains, discharge-deflection devices, and/or other approved safety devices in accordance with EM 385-1 to prevent accidental damage or injury from objects thrown by mowers.

C.1.17.7 The Contractor shall take such measures to protect the public and property from foreign materials thrown from rotary mowers and other rotating equipment while operating in public use areas and on public roadways.

C.1.18 ENVIRONMENTAL CONTROLS.

C.1.18.1 COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall be knowledgeable of, and shall comply with, all applicable Federal, State, and Local laws, environmental requirements, and instructions. The Contractor shall ensure policies and procedures are established that protect the health and safety of employees and the community to minimize or eliminate the risk of environmental pollution.

C.1.18.2 HAZARDOUS MATERIALS: **The Contractor is responsible for advising his/her employees of all Environmental and Hazardous Materials Handling, and is also required to provide to the COR the Material Safety Data Sheets (MSDS) for all materials used by the Contractor in accordance with Federal and State laws and/or regulations.**

C.1.18.3 NOTIFICATION OF ENVIRONMENTAL SPILLS: If the Contractor or employee(s) of the Contractor spills or releases any substance into the environment, the Contractor shall immediately report the incident to the Environmental Coordinator (Mr. Greg Thomas, Park Ranger) in accordance with local procedures, and shall also notify the Contracting Officer's Representative (COR), or in his or her absence the Contracting Officer. The Contractor shall be liable for containment and environmental cleanup of the spill or release of such substance.

C.1.19 ORDERING OF SERVICES.

C.1.19.1 Delivery orders may be placed by the Stockton Lake Project Office verbally Monday through Friday, between the hours of 7:30 am and 4:00 p.m., and then followed-up with written delivery orders. The Contractor shall commence mowing within 48 consecutive hours after receipt of verbal telephone order, or the date specified in the written order (whichever is later). The Government reserves the right to order any single item or subitem individually, or any combination of items or subitems per order. The Government also reserves the right to designate the starting point (area, item, or subitem to be mowed FIRST) when placing orders under the contract. It is anticipated that delivery orders for all areas will likely be issued for accomplishment of services to be complete prior to the Memorial Day, Independence Day, and Labor Day holidays/holiday weekends. Work will not normally be permitted on weekends or holidays, and shall not begin prior to 7:00 a.m. nor continue past 8:00 p.m., unless these restrictions are specifically waived in writing by the Contracting Officer's Representative. The Contractor shall assure that all work be accomplished within the time frames

specified above. Services rendered outside these time periods will not be compensated unless specific written approval has been given by the Contracting Officer's Representative. PAYMENT WILL NOT BE MADE FOR SERVICES NOT PERFORMED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO INCLEMENT OR WET WEATHER CONDITIONS.

- C.1.19.2 In the event adverse weather or ground conditions occur after placement of an order for services that would create unsafe working conditions or result in damage to vegetation or turf, the Contractor shall cease operations and contact project personnel. Work affected by adverse conditions shall be stopped, restarted, or rescheduled at a mutually agreed upon time, to the extent possible. Payment will not be made for work not performed as a result of wet weather conditions unless an alternate date for services can be arranged, and services are performed.
- C.1.19.3 The Government reserves the right to order any single item/sub-item individually, or any combination of items/sub-items per order, up to and including all items. However, no order shall be placed which totals less than one full workday. One workday shall be deemed to mean 8 man-hours for the purposes of this specification.

C-2

DEFINITIONS & ACRONYMS

C.2.1 GENERAL DEFINITIONS. The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this Performance Work Statement.

Acceptable Level of Performance: The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot that can be considered satisfactory on the average. The allowable leeway or variance from a standard before the Government will reject the specific service.

Contracting Officer's Representative (COR): An individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

Fully-Clothed: Deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times; except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals.

Performance-Based Contract: (FAR 2.101) Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise.

Performance Requirements Summary (PRS): The PRS shows contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract requirement (Fixed Price Contracts), the standard of performance, and the acceptable quality level (AQL) for each work requirement.

Quality Assurance Surveillance Plan (QASP): An organized written document used by Government for quality assurance surveillance. Document contains sampling/evaluation guides, checklists, and the performance requirements summary (PRS).

Quality Control (QC): A method used by the Contractor to control the quality of goods and services provided.

Quality Assurance (QA): A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

Service Contract: A contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end

item of supply. A service contract may cover services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. Some of the areas in which service contracts are found include the following:

- (a) Maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment.
- (b) Routine recurring maintenance of real property.
- (c) Housekeeping and base services.
- (d) Operation of Government-owned equipment facilities, and systems.

Shall: Means the imperative.

C.2.2 DEFINITIONS OF MOWING AREAS. Mowing areas shall be as designated by the Contracting Officer's Representative, hence the importance of a site-visit prior to bidding. Mowing shall be accomplished in the areas designated by the COR; but as a general guideline, mowing areas shall be those areas mowed during the prior season (boundaries should be visible and can be pointed out by the COR or designated representative). Mowing under the contract shall also include some additional areas and acreages since the previous contract. The definitions below serve to indicate general mowing areas and boundaries. In addition, the Contractor should refer to the maps of areas. Ultimately and above all else, mowing and trimming areas shall be as determined by the COR or other designated Government representative. Such determinations shall prevail over definitions, descriptions, or maps included herein.

Administrative Area Mowing: Mowing and trimming areas as designated by the COR. Includes Administration Building (office) lawn and entire administrative/maintenance compound area. Includes area where Government houses used to be located and where currently new shelter is located (possible future location of Administration Office). Also includes the slopes to the south (recently cleared area) and to the north (down to roadway). Includes East Overlook area and West Overlook area. Includes switchyard area (north and east of yard, to fence).

East Dike Mowing: Mowing and trimming areas as designated by the COR. Includes very wide strip (up to approximately 100' in places) each side of roadway running along top of the East dike. As with all areas, exact boundaries shall be as determined by the COR.

Entrances Mowing: Mowing and trimming areas as designated by the COR. Includes Entrances (very wide areas, as specified by COR) to Hwy 32 at both East and West end of roadway crossing the dam. Includes East abutment slope. Includes roadway leading to Power Plant, and "toe road" on north side of dam, up to the parking lot.

Group Camps Mowing: Mowing and trimming Group Camps and Day Use areas as designated by the COR. These areas are included in Parks Mowings but are also listed as a separate bid item so that these areas may be mowed more frequently than Parks

Mowings. *For example, if a Parks Mowing is ordered one week, which includes the Group Camps and Day Use areas, then the next week perhaps only the Group Camps Mowing might be ordered, then the next week the Parks Mowing might be ordered again. In this case the Group Camps and Day Use Areas will have been mowed all three weeks, twice under a Parks Mowing, and once under a Group Camps mowing.*

Lagoons & Additional Signs & Roadway Mowing: Mowing and trimming areas as designated by the COR. For lagoons, refer to C.5.2.1. In Orleans Trail, includes irrigation field at lagoon (behind shower building at Marina entrance). Irrigation field shall be mowed to ensure no damage is done to the lateral field lines running above the ground, or to the sprinkler pipes. Additional signs to be mowed/trimmed around include bridge signs identifying Stockton Lake, and park signs not already included in roadway mowings: Hwy 245 – 2 bridge signs (one north of bridge, one south of bridge); Hwy 215 – 2 bridge signs (one west of bridge, one east of bridge); Hwy Y – 2 bridge signs (one west of bridge, one east of bridge) and 2 park signs (Mutton Creek); and Hwy H – 2 park signs (Ruark Bluff). Total 10 signs not already included in roadway mowing. The Additional Roadway is the roadway into the North Mutton Creek Access area.

Parks Mowing: Mowing and trimming areas as designated by the COR, including parks, group camps, day use areas, beaches, and boat ramp areas. Includes campsites (including volunteer campsites – but not including contractor campsites). Includes the areas immediately around comfort stations – but not immediately around shower buildings. In "non mowed" areas, if any, includes approximately 18 feet outward in each direction from buildings, 5 feet out (to accomplish a circle 10 feet in diameter) from water hydrants and water fountains, and 3 feet outward along sidewalks in Public Use Areas. Includes areas around wells, well houses, electric poles/meters, and an access strip (path) leading to these. Includes areas around all toilet buildings, and recently cleared areas in several park areas, where electrical lines have been run for security lighting at boat ramps. At Ruark Bluff boat ramp, includes area around newer parking lot, southward to state highway right-of-way. Parks mowings shall also include the gauge house area, down to the river. Includes lift stations and the roads thereto (see C.5.2.2).

Roadways Mowing: Right-of-way mowing as designated by the COR. As a general guideline, usually from the road shoulder to the tree line, or in the absence of a tree line, approximately 10 feet on each side of the road. Usually roadways are from the park all the way to the closest major Highway, including much wider areas at intersections. Mowing at various intersections is of different widths – final definition of areas shall be as determined by the COR. Includes mowing and trimming around signs and traffic counters, including the Blake Street traffic counter. Includes mowing and trimming around all Corps signs (*for example, brown sign identifying Masters Park, located near intersection of state road RA and the park roadway*). At Hawker Point, includes roadway to gravel storage area. At North Mutton Creek Access, does not include the main roadway, which formerly was included in Roadways Mowing in the past contract.

Warehouse & Downstream Channel Mowing: Mowing and trimming areas as designated by the COR. Includes mowing and trimming around warehouse and its

associated storage areas, roadway to warehouse, and along downstream channel (on both sides). Includes mowing and trimming around sedimentation monuments (approximately 8) and sign posts (red signs – "Danger - water rising rapidly").

C-3

GOVERNMENT-FURNISHED PROPERTY & SUPPLIES

The Government shall furnish necessary keys and Contractor Worksheets for the use of the Contractor.

C-4**CONTRACTOR-FURNISHED ITEMS & SERVICES**

The Contractor shall furnish **all** equipment, supplies, items, labor, materials, services, etc. to accomplish the services specified in this PWS. All equipment must be approved by the Contracting Officer or the Contracting Officer's Representative prior to initial use. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

- C.4.1** Mowers shall be tractor mounted rotary type, multiple spindle (lawn type), or flail: equipped with adjustable side-mounted skids, capable of producing a smooth even cut, with a cutting height adjustable from 2 to 6 inches. Sickle bar mowers may be used on lagoon inside slope trimming and on ditches inaccessible to other mowers. Blades shall be sharpened and/or replaced often enough to assure smooth grass cut. All mowers shall be constructed to distribute grass clipping evenly to prevent clumps or winrows.
- C.4.2** Trimming equipment shall consist of power hand mowers, "weed-eaters" or other type power trimmers, weed whips, and other equipment and tools as may be appropriate for the task.

C-5

SPECIFIC TASKS

C.5.1 General. All acreages are ESTIMATED. The Contractor shall be responsible for determining exact acreage and conditions affecting performance of work. Many areas consist of rocky terrain and heavily wooded areas, and may require an extensive amount of trimming and hand mowing where larger mowers cannot maneuver satisfactorily. Trimming shall include the removal of sprouts and heavily weeded growth. Prospective bidders are encouraged to visit and fully inspect all areas, accesses, locations, terrain, etc. prior to bidding. The Government shall not be held accountable for conditions at the site which were not taken into account by prospective bidders. All mowing and trimming shall be completed in an area prior to moving to another area. Mowing shall be accomplished to within, but not closer than, 24 inches (+/- 6 inches) of the trunk of any tree, bush, or shrub; and to within, but not closer than, 12 inches (+/- 6 inches) of any inanimate objects, such as walls, posts, signs, park equipment, or other such objects. Height of cut and exact limits of mowing and trimming areas shall be as directed by the Contracting Officer or his Representative. The Government reserves the right to designate the starting point (area or items to be mowed first) when ordering services under this contract. Large areas of lagoon banks may require hand trimming due to the steep slope of the lagoon(s). Mowing and trimming operations around buildings and roadsides shall be performed so grass clippings are thrown away from buildings and away from the road whenever possible.

C.5.2 Mowing.

- C.5.2.1 LAGOONS: Areas surrounding lagoons shall be mowed two mower passes (approximately 12 feet) on the outside of the lagoon fence and mowed completely between the lagoon fence and the entrance roadway. Areas within lagoon fences shall be mowed and trimmed completely. The elevation of lagoons fluctuates. Inside slopes, including vegetation growing in standing water of the lagoon up to a distance of 5 feet inward from the water's edge, may require cutting and trimming of vegetation by hand, power trimmers, or sickle-bar mowers. Vegetation falling into the water during mowing and trimming operations, as well as any previously existing vegetation (floating up to 5 feet from water's edge), shall be removed by raking, and shall be disposed of as directed by the Contracting Officer's Representative.
- C.5.2.2 LIFT STATIONS: Mowing of lift station entrance roads and around all lift stations in each public use area shall be included with each park mowing ordered.
- C.5.2.3 WET CONDITIONS: Mowing operations shall not be performed when the ground is so wet that mowing would cause rutting or would otherwise disturb

existing turf; or when grass is so wet it will not cut. Tractors shall be operated in such a manner as to protect against the sod being torn by the tractor wheels on turns.

- C.5.2.4 MOWERS: All mowers (large and small) shall be compatible with each other in mowing height and appearance of cut grass. After mowing, areas serviced under this contract shall present a neat, well-cared-for, and evenly mowed appearance, free from ruts or any unmowed strips or streaks.

C.5.3 Trimming.

- C.5.3.1 AREAS: Trimming is required in all areas. Grass and weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lots, curbs, parking lot bumper blocks (both sides), sidewalks, boulders, playgrounds, beaches, boat ramps and other fixed obstacles. The guardrail at all boat ramps shall be trimmed to include five (5) feet down the riprap slope. In addition, all vegetation in riprap areas surrounding boat ramps and boat ramp parking lots shall be trimmed for a distance of 5 feet down the riprap slope from the field side edge.
- C.5.3.2 HEIGHT: Trimming height shall match surrounding area grass heights. All areas shall be trimmed simultaneously, or immediately following mowing, and in all instances shall be completed no later than 48 consecutive hours after mowing.
- C.5.3.3 CLIPPING REMOVAL: Immediately following trimming, the Contractor shall remove grass clippings or debris deposited as a result of mowing and trimming operations from all sidewalks, entrances into buildings, and building interiors. If trimming is not completed in the same day as the mowing, the Contractor shall remove grass clippings or debris deposited as a result of mowing operations from all sidewalks, entrances into buildings, and building interiors. Grass clippings and debris shall not be left on sidewalks, etc. overnight, even if the trimming operations are not completed.
- C.5.3.4 DEAD/SPRAYED VEGETATION: Occasionally camp pads, playgrounds, hydrant enclosures, and dumpster enclosures are sprayed for vegetation control. The Contractor shall trim all dead vegetation and any grass and/or weeds growing along or within graveled camp pads, playgrounds, graveled hydrant enclosures and/or dumpster enclosures areas.
- C.5.3.5 TREES/SHRUBS: Extreme care shall be exercised when mowing and trimming around trees, bushes, shrubs, buildings, and other objects to insure that equipment does not come in contact with the object. Trees or other objects shall NOT be bumped or scraped by equipment. Trimming will not be required closer than two (2) inches around trunks of trees, bushes, or shrubs. However, trimming around buildings and inanimate objects shall be

accomplished to the last blade of grass. Moveable objects shall be moved and the area around and under such objects shall be mowed and/or trimmed. Immediately following mowing/trimming, such objects shall be returned to their original position. All costs of repair or replacement in size, kind and type resulting from damage by the Contractor's equipment shall be borne by the Contractor. Repair or replacement shall occur within 30 calendar days of noticed damage.

- C.5.3.6 WATERLINE: The Contractor shall mow and trim to the water's edge in the vicinity of campgrounds, beaches, picnic areas, boat ramps, courtesy docks, and fishing docks. Trimming in shoreline areas shall include the removal of sprouts and heavily weeded growth, and may include mowing and trimming around and over rocks, dead trees and branches, and other debris.

C.5.4 Administrative/Lawn Debris Disposal. Bagging may be required for grass clippings, leaves, weeds, litter, or other debris in the areas included in the Administration Area mowings (office lawn and Cedar Gap area). The need for any bagging of debris will be determined by the Contracting Officer's Representative. Grass clippings, leaves, weeds, and litter or other debris resulting from lawn care services shall be transported and disposed of by the Contractor at an appropriate disposal site (off Project) in Contractor-furnished bags. Sweeping of grass, leaves, and debris resulting from mowing, trimming, and edging shall be performed for patios, sidewalks, and driveways immediately following mowing and trimming operations.

ATTACHMENT #1**STATEMENT OF
EXPERIENCE**

This form must be completed by all quoters in order to receive consideration. If additional space is needed, this form may be duplicated as necessary. Information describing the quoter's complete contracting background, personal information, and experience shall be provided. The Contractor information should only describe experience that directly pertains to the type of work set forth in this solicitation. Include details of any training which would enable you to better perform the work outlined in the specifications. Reference information should include the names and current telephone numbers of all individuals listed. **Do not substitute letters of recommendation or other forms with references listed in place of using this form.** **Completion of this form is required in order for the quoter to be considered responsive.**

Experience No. 1

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

Experience No. 2

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

Experience No. 3

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

Experience No. 4

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

ATTACHMENT #2

**PAST PERFORMANCE QUESTIONNAIRE
AND
COVER LETTER**

Bidders should refer to the instructions in the “Notice to Bidders” and also to the following letter to provide information required for evaluation of past performance.

COVER LETTER

DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
760 FEDERAL BUILDING
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2896

TO: _____ (Reference's name & address, to be completed by bidder)

**RE: Past Performance Questionnaire
Solicitation for Mowing and Trimming Services
Stockton Lake Project, Missouri**

The U.S. Army Corps of Engineers is soliciting mowing and trimming services for Stockton Lake Project, Missouri. We have requested offerors interested in submitting quotes for these services to send this letter along with the enclosed questionnaire to three references for past and/or present contracts relevant to the services required by this solicitation.

We request and appreciate your assistance in completing the questionnaire, so that we may evaluate the offeror's past performance. Please provide any comments or additional information which you deem relevant or important. At no time during the evaluation process or after award will your comments be revealed to the offeror.

Please complete and submit the questionnaire within three (3) days of receipt via fax to:

Fax #(816) 426-5169 or (417) 426-5777

Thank you in advance for your assistance in making this a "best value" procurement.

Sincerely,

Contracting Division
Kansas City District
U.S. Army Corps of Engineers

PAST PERFORMANCE QUESTIONNAIRE

SOLICITATION FOR MOWING AND TRIMMING SERVICES STOCKTON LAKE PROJECT, MISSOURI

SECTION 1: (Bidder's information, to be completed by bidder)

CONTRACTOR/COMPANY NAME: _____

CONTRACT NUMBER(S): _____

(complete only if a Government Contract)

LOCATION: _____

VALUE: _____ DATES: _____

SECTION 2: (To be completed by reference)

A. Quality of Services:

How would you rate the **quality** of the contractor's performance?

- _____ Excellent
- _____ Very Good
- _____ Satisfactory
- _____ Marginal
- _____ Unsatisfactory

Comments:

B. Timeliness of Performance:

Was the contractor **dependable and reliable**, and were contract requirements completed **timely**?

- _____ Yes
- _____ No

Comments:

C. Customer Satisfaction:

How would you rate your **satisfaction** with the service provided by this contractor?

- _____ Extremely Satisfied
- _____ Satisfied
- _____ Partially Satisfied

Dissatisfied
 Extremely Dissatisfied

Comments:

How would you rate your satisfaction with this contractor?

Extremely Satisfied
 Satisfied
 Partially Satisfied
 Dissatisfied
 Extremely Dissatisfied

Comments:

Would you hire this contractor again?

Yes
 No

Comments:

COMPANY NAME: _____ ADDRESS: _____

YOUR NAME: _____

TELEPHONE: _____ E-MAIL: _____

<p>ATTACHMENT #5</p> <p>WAGE RATES</p>
--

94-2311 MO,SOUTHERN MISSOURI

WAGE DETERMINATION NO: 94-2311 REV (21) AREA: MO,SOUTHERN MISSOURI

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL

WD: 94-2312**

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
 ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2311

William W. Gross Division of | Revision No.: 21

Director Wage Determinations| Date Of Revision: 06/12/2003

State: Missouri

Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclède, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	7.30

01012 - Accounting Clerk II	9.58
01013 - Accounting Clerk III	10.98
01014 - Accounting Clerk IV	13.86
01030 - Court Reporter	11.92
01050 - Dispatcher, Motor Vehicle	11.92
01060 - Document Preparation Clerk	9.55
01070 - Messenger (Courier)	7.55
01090 - Duplicating Machine Operator	9.55
01110 - Film/Tape Librarian	9.13
01115 - General Clerk I	7.57
01116 - General Clerk II	8.59
01117 - General Clerk III	11.16
01118 - General Clerk IV	13.87
01120 - Housing Referral Assistant	13.76
01131 - Key Entry Operator I	8.25
01132 - Key Entry Operator II	9.68
01191 - Order Clerk I	8.76
01192 - Order Clerk II	11.61
01261 - Personnel Assistant (Employment) I	11.57
01262 - Personnel Assistant (Employment) II	11.78
01263 - Personnel Assistant (Employment) III	13.41
01264 - Personnel Assistant (Employment) IV	15.11
01270 - Production Control Clerk	14.19
01290 - Rental Clerk	9.23
01300 - Scheduler, Maintenance	10.73
01311 - Secretary I	10.73
01312 - Secretary II	12.21
01313 - Secretary III	13.76
01314 - Secretary IV	15.25
01315 - Secretary V	18.30
01320 - Service Order Dispatcher	10.48
01341 - Stenographer I	10.26
01342 - Stenographer II	11.73
01400 - Supply Technician	15.25
01420 - Survey Worker (Interviewer)	10.81
01460 - Switchboard Operator-Receptionist	8.67
01510 - Test Examiner	12.21
01520 - Test Proctor	12.21
01531 - Travel Clerk I	9.49
01532 - Travel Clerk II	10.22
01533 - Travel Clerk III	10.93
01611 - Word Processor I	9.74
01612 - Word Processor II	11.55
01613 - Word Processor III	12.94
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.52

03041 - Computer Operator I	11.04
03042 - Computer Operator II	12.94
03043 - Computer Operator III	15.40
03044 - Computer Operator IV	16.48
03045 - Computer Operator V	18.29
03071 - Computer Programmer I (1)	15.36
03072 - Computer Programmer II (1)	18.04
03073 - Computer Programmer III (1)	21.45
03074 - Computer Programmer IV (1)	26.70
03101 - Computer Systems Analyst I (1)	20.92
03102 - Computer Systems Analyst II (1)	24.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.04
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	13.84
05010 - Automotive Glass Installer	13.21
05040 - Automotive Worker	13.21
05070 - Electrician, Automotive	14.14
05100 - Mobile Equipment Servicer	11.89
05130 - Motor Equipment Metal Mechanic	14.51
05160 - Motor Equipment Metal Worker	13.21
05190 - Motor Vehicle Mechanic	14.51
05220 - Motor Vehicle Mechanic Helper	11.17
05250 - Motor Vehicle Upholstery Worker	12.87
05280 - Motor Vehicle Wrecker	13.21
05310 - Painter, Automotive	13.93
05340 - Radiator Repair Specialist	13.21
05370 - Tire Repairer	10.96
05400 - Transmission Repair Specialist	14.51
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.01
07010 - Baker	10.85
07041 - Cook I	8.74
07042 - Cook II	9.36
07070 - Dishwasher	6.71
07130 - Meat Cutter	11.73
07250 - Waiter/Waitress	7.39
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.29
09040 - Furniture Handler	10.52
09070 - Furniture Refinisher	14.62
09100 - Furniture Refinisher Helper	12.95
09110 - Furniture Repairer, Minor	13.09
09130 - Upholsterer	13.29
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.60

11060 - Elevator Operator	7.82
11090 - Gardener	10.57
11121 - House Keeping Aid I	7.11
11122 - House Keeping Aid II	7.72
11150 - Janitor	8.60
11210 - Laborer, Grounds Maintenance	9.02
11240 - Maid or Houseman	6.95
11270 - Pest Controller	12.38
11300 - Refuse Collector	7.81
11330 - Tractor Operator	9.82
11360 - Window Cleaner	9.34
12000 - Health Occupations	
12020 - Dental Assistant	11.00
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.32
12071 - Licensed Practical Nurse I	9.93
12072 - Licensed Practical Nurse II	11.14
12073 - Licensed Practical Nurse III	12.47
12100 - Medical Assistant	10.06
12130 - Medical Laboratory Technician	10.75
12160 - Medical Record Clerk	9.27
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.17
12222 - Nursing Assistant II	9.18
12223 - Nursing Assistant III	10.02
12224 - Nursing Assistant IV	11.24
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	10.76
12311 - Registered Nurse I	15.43
12312 - Registered Nurse II	18.88
12313 - Registered Nurse II, Specialist	18.88
12314 - Registered Nurse III	22.85
12315 - Registered Nurse III, Anesthetist	22.85
12316 - Registered Nurse IV	27.36
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.43
13011 - Exhibits Specialist I	18.13
13012 - Exhibits Specialist II	22.20
13013 - Exhibits Specialist III	24.62
13041 - Illustrator I	18.13
13042 - Illustrator II	22.20
13043 - Illustrator III	24.62
13047 - Librarian	18.21
13050 - Library Technician	10.38
13071 - Photographer I	10.99
13072 - Photographer II	14.33
13073 - Photographer III	17.55

13074 - Photographer IV	21.41
13075 - Photographer V	25.98
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.34
15030 - Counter Attendant	7.34
15040 - Dry Cleaner	9.21
15070 - Finisher, Flatwork, Machine	7.34
15090 - Presser, Hand	7.34
15100 - Presser, Machine, Drycleaning	7.34
15130 - Presser, Machine, Shirts	7.34
15160 - Presser, Machine, Wearing Apparel, Laundry	7.34
15190 - Sewing Machine Operator	9.77
15220 - Tailor	10.42
15250 - Washer, Machine	8.07
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.08
19040 - Tool and Die Maker	20.47
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	13.72
21020 - Material Coordinator	14.19
21030 - Material Expediter	14.19
21040 - Material Handling Laborer	10.51
21050 - Order Filler	10.87
21071 - Forklift Operator	11.17
21080 - Production Line Worker (Food Processing)	11.69
21100 - Shipping/Receiving Clerk	11.27
21130 - Shipping Packer	11.27
21140 - Store Worker I	8.59
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.52
21210 - Tools and Parts Attendant	11.69
21400 - Warehouse Specialist	11.69
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	16.74
23040 - Aircraft Mechanic Helper	12.89
23050 - Aircraft Quality Control Inspector	19.60
23060 - Aircraft Servicer	14.40
23070 - Aircraft Worker	15.25
23100 - Appliance Mechanic	16.08
23120 - Bicycle Repairer	10.96
23125 - Cable Splicer	16.47
23130 - Carpenter, Maintenance	13.55
23140 - Carpet Layer	15.25
23160 - Electrician, Maintenance	16.22
23181 - Electronics Technician, Maintenance I	13.86
23182 - Electronics Technician, Maintenance II	17.96
23183 - Electronics Technician, Maintenance III	18.86

23260 - Fabric Worker	13.09
23290 - Fire Alarm System Mechanic	16.74
23310 - Fire Extinguisher Repairer	13.26
23340 - Fuel Distribution System Mechanic	16.74
23370 - General Maintenance Worker	12.60
23400 - Heating, Refrigeration and Air Conditioning Mechanic	13.87
23430 - Heavy Equipment Mechanic	14.62
23440 - Heavy Equipment Operator	16.74
23460 - Instrument Mechanic	16.74
23470 - Laborer	10.31
23500 - Locksmith	13.29
23530 - Machinery Maintenance Mechanic	16.74
23550 - Machinist, Maintenance	14.39
23580 - Maintenance Trades Helper	10.77
23640 - Millwright	16.74
23700 - Office Appliance Repairer	15.98
23740 - Painter, Aircraft	15.28
23760 - Painter, Maintenance	13.84
23790 - Pipefitter, Maintenance	16.74
23800 - Plumber, Maintenance	17.51
23820 - Pneudraulic Systems Mechanic	16.74
23850 - Rigger	16.74
23870 - Scale Mechanic	15.07
23890 - Sheet-Metal Worker, Maintenance	16.06
23910 - Small Engine Mechanic	13.86
23930 - Telecommunication Mechanic I	16.74
23931 - Telecommunication Mechanic II	17.41
23950 - Telephone Lineman	16.74
23960 - Welder, Combination, Maintenance	13.84
23965 - Well Driller	15.22
23970 - Woodcraft Worker	16.74
23980 - Woodworker	12.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.50
24580 - Child Care Center Clerk	12.05
24600 - Chore Aid	7.90
24630 - Homemaker	13.88
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.89
25040 - Sewage Plant Operator	16.08
25070 - Stationary Engineer	16.89
25190 - Ventilation Equipment Tender	12.30
25210 - Water Treatment Plant Operator	16.08
27000 - Protective Service Occupations	
(not set) - Police Officer	17.54
27004 - Alarm Monitor	10.41

27006 - Corrections Officer	14.42
27010 - Court Security Officer	15.21
27040 - Detention Officer	14.42
27070 - Firefighter	14.43
27101 - Guard I	7.55
27102 - Guard II	13.17
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.07
28020 - Hatch Tender	15.07
28030 - Line Handler	15.07
28040 - Stevedore I	13.27
28050 - Stevedore II	14.55
29000 - Technical Occupations	
21150 - Graphic Artist	17.34
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	14.57
29024 - Archeological Technician II	16.30
29025 - Archeological Technician III	20.18
29030 - Cartographic Technician	22.20
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.92
29040 - Civil Engineering Technician	18.84
29061 - Drafter I	11.97
29062 - Drafter II	13.90
29063 - Drafter III	18.13
29064 - Drafter IV	22.20
29081 - Engineering Technician I	12.38
29082 - Engineering Technician II	14.38
29083 - Engineering Technician III	18.75
29084 - Engineering Technician IV	22.96
29085 - Engineering Technician V	28.37
29086 - Engineering Technician VI	33.99
29090 - Environmental Technician	22.20
29100 - Flight Simulator/Instructor (Pilot)	24.62
29160 - Instructor	17.78
29210 - Laboratory Technician	15.40
29240 - Mathematical Technician	22.20
29361 - Paralegal/Legal Assistant I	12.87
29362 - Paralegal/Legal Assistant II	15.00
29363 - Paralegal/Legal Assistant III	18.89
29364 - Paralegal/Legal Assistant IV	22.88
29390 - Photooptics Technician	19.31
29480 - Technical Writer	23.99
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57

29493 - Unexploded Ordnance (UXO) Technician III	27.05	
29494 - Unexploded (UXO) Safety Escort	18.66	
29495 - Unexploded (UXO) Sweep Personnel	18.66	
29620 - Weather Observer, Senior (3)	17.09	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.40	
29622 - Weather Observer, Upper Air (3)	15.40	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	13.56	
31260 - Parking and Lot Attendant	8.87	
31290 - Shuttle Bus Driver	13.38	
31300 - Taxi Driver	9.23	
31361 - Truckdriver, Light Truck	13.38	
31362 - Truckdriver, Medium Truck	14.05	
31363 - Truckdriver, Heavy Truck	14.41	
31364 - Truckdriver, Tractor-Trailer	14.41	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	7.14	
99030 - Cashier	7.19	
99041 - Carnival Equipment Operator	8.39	
99042 - Carnival Equipment Repairer	8.92	
99043 - Carnival Worker	7.15	
99050 - Desk Clerk	8.41	
99095 - Embalmer	17.39	
99300 - Lifeguard	9.80	
99310 - Mortician	18.33	
99350 - Park Attendant (Aide)	12.31	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.93	
99500 - Recreation Specialist	11.65	
99510 - Recycling Worker	8.83	
99610 - Sales Clerk	9.06	
99620 - School Crossing Guard (Crosswalk Attendant)	7.52	
99630 - Sport Official	9.06	
99658 - Survey Party Chief (Chief of Party)	16.25	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.56	
99660 - Surveying Aide	9.40	
99690 - Swimming Pool Operator	12.73	
99720 - Vending Machine Attendant	7.66	
99730 - Vending Machine Repairer	9.80	
99740 - Vending Machine Repairer Helper	8.12	

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 8 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.

TECHNICAL EXHIBIT #1**PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

Section (Para.)	Contract Requirement	Performance Standard	Lot Desc.	ALP (%)	Method of Surveillance
C.5.2	Mowing	Area presents even appearance of uniform height; turf not rutted	Acre	4%	Random Sample
C.5.3	Trimming	Grass and weeds are trimmed around fixed objects at the same time as mowing and to the same height standard. Fixed objects not damaged	Linear feet or # fixed objects	4%	Random Sample

----- REVISED -----

TECHNICAL EXHIBIT #2
AREAS, FREQUENCIES, & ACREAGES

AREAS	ESTIMATED ACREAGE	ESTIMATED # OF MOWINGS	MAXIMUM # OF MOWINGS	TIME ALLOWED TO COMPLETE REQUIRED SERVICES
CRABTREE COVE				
Parks Mowing	14 acres	8 mowings	10 mowings	3 hours for both parks & rdwys 1 hour
Roadways Mowing	9 acres	8 mowings	10 mowings	
Lagoons Mowing	1 acre	4 mowings	4 mowings	
CEDAR RIDGE				
Parks Mowing	12 acres	8 mowings	10 mowings	3 hours for both parks & rdwys ½ hour
Roadways Mowing	10 acres	8 mowings	10 mowings	
Lagoons Mowing	1 acre	4 mowings	4 mowings	
HAWKER POINT				
Parks Mowing	17 acres	8 mowings	10 mowings	5 hours for both parks & rdwys ½ hour
Roadways Mowing	16 acres	8 mowings	10 mowings	
Lagoons Mowing	2 acres	4 mowings	4 mowings	
MASTERS				
Parks Mowing	13 acres	8 mowings	10 mowings	5 hours for both parks & rdwys ½ hour
Roadways Mowing	21 acres	8 mowings	10 mowings	
Lagoons Mowing	1 acre	4 mowings	4 mowings	
MUTTON CREEK				
Lagoons Mowing	3 acres	4 mowings	4 mowings	½ hour
ORLEANS TRAIL				
Parks Mowing	25 acres	8 mowings	10 mowings	8 hours for both parks & rdwys ½ hour
Roadways Mowing	27 acres	8 mowings	10 mowings	
Lagoons Mowing	2 acres	4 mowings	4 mowings	
RUARK BLUFF EAST				
Parks Mowing	46 acres	8 mowings	10 mowings	8 hours for both parks & rdwys ½ hour
Roadways Mowing	10 acres	8 mowings	10 mowings	
Lagoons Mowing	2 acres	4 mowings	4 mowings	

AREAS	ESTIMATED ACREAGE	ESTIMATED # OF MOWINGS	MAXIMUM # OF MOWINGS	TIME ALLOWED TO COMPLETE REQUIRED SERVICES
RUARK BLUFF WEST				
Parks Mowing	18 acres	8 mowings	10 mowings	4 hours for both
Roadways Mowing	6 acres	8 mowings	10 mowings	parks & rdwys
Lagoons Mowing	1 acre	4 mowings	4 mowings	½ hour
GROUP CAMPS/GROUP DAY USE AREAS (these are <u>included</u> in Parks Mowings but may also be ordered separately so that these areas are mowed between Park Mowings)				
Masters Group Camp	½ acre	6 mowings	12 mowings	½ hour
Mutton Creek G.C.	8 acres	6 mowings	12 mowings	2 hours
Orleans Trail G.C.	6 acres	6 mowings	12 mowings	2 hours
Stockton Group Use	3 acres	6 mowings	12 mowings	½ hour
Ruark Bluff West GC	3½ acres	6 mowings	12 mowings	2 hours
ENTRANCES	55 acres	8 mowings	10 mowings	6 hours
WHSE/CHANNEL	13 acres	4 mowings	4 mowings	3 hours
EAST DIKE	9 acres	3 mowings	3 mowings	2 hours
ADMIN. AREA	14 acres	26 mowings	32 mowings	6 hours
STOCKTON AREA				
Parks Mowing	19 acres	8 mowings	10 mowings	3 hours for both
Roadways Mowing	5 acres	8 mowings	10 mowings	parks & rdwys

- The term "required services," as applied to time allowed, shall be deemed to include all required trimming.
- Acreage shown above is estimated. The Contractor shall be responsible for determining all acreage and conditions affecting the performance of the work. The Contractor shall satisfy himself/herself that government estimated acreages are acceptable within 30 days of the first mowing.

TECHNICAL EXHIBIT #3

AREA MAPS

(Maps are not available for downloading with this document from the Internet, but can be mailed to bidders upon request. Maps may be made available to bidders as either CD-Rom or as hard copy, at the discretion of the Government.)

TECHNICAL EXHIBIT #4

AWARD TERM DOCUMENTS

Award Term Contracting

The award-term concept is an incentive that permits extension of the contract period beyond the basic contract performance period for excellent performance. Each award term shall entitle the contractor to a one-year extension for services. An award term is not an option. If a contractor earns an award term, it is an entitlement to an extension, conditioned upon: a continuing need for the services, and the availability of funds.

In accordance with the predetermined criteria set forth in the award term plan, the contractor may earn up to an additional five years' extension to the contract period, up to a maximum of ten years (total) of contract performance. Notwithstanding any other provision herein, an award-term period cannot commence without affirmative action in writing by the Contracting Officer. An award term period commences when the Contracting Officer exercises the award-term period in writing.

Award-Term Plan. The evaluation criteria that specify procedures for assessing the contractor's performance and the associated award term points for extensions.

Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

Self-Evaluation. The contractor will submit a brief written self-evaluation of its performance monitors whose findings are reported to the Award Term Review Board (ATRB). The ATRB recommends an award term to the Term Determining Official (TDO), who makes the final decision on the award-term entitlement on the basis of the contractor's performance during the award-term evaluation period.

Award Term Evaluation Method. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of 75 to 100 positive points is required for a one-year award term extension. An accumulation of less than 75 to 100 points will result in a loss of entitlement to an award term. The contractor will receive interim feedback on his performance.

If the Contracting Officer does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of an annual evaluation, then the same criteria listed for the preceding year will be used. Modifications to the criteria shall take effect in the year following notification, unless both parties agree otherwise.

**AWARD TERM PLAN
FOR MOWING AND TRIMMING SERVICES
STOCKTON LAKE PROJECT**

DATE OF APPROVAL

CONTRACTOR'S NAME (TBD)

APPROVED:

**TERM DETERMINING OFFICIAL (TDO)
Chief, Contracting Division**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
1.0	Introduction
2.0	Organization
3.0	Responsibilities
4.0	Award Term Processes
5.0	Award Term Plan Change Procedure

ANNEXES

<u>ANNEX</u>	<u>TITLE</u>
1	Award Term Organization
2	Award Term Allocation by Evaluation Periods
3	Evaluation Criteria
4	Award Term Definition of Ratings
5	Award Term Evaluation Conversion Table

FORMS

FORM

Monthly Award Term Evaluation Form
Annual Award Term Evaluation Form

AWARD TERM PLAN

1.0 INTRODUCTION

- a. This award term plan is the basis for the Mowing and Trimming Services contract, Stockton Lake, Missouri, in evaluation of the contractor's performance and for presenting an assessment of that performance to the Term Determining Official (TDO). The Term Determining Official is the Chief, Contracting Division. Evaluation for term points will begin at the start of the contract. An adjustment to the award term will not result in a contract ordering period of less than one year or greater than ten years from the award of the contract. This plan describes the specific criteria and procedures to be used to assess the contractor's performance and to determine the amount of award term points earned as described herein. Actual award term determinations and the methodology for determining the award term are unilateral decisions made solely at the discretion of the Government.
- b. Any contract term extensions earned will be reflected in unilateral contract modifications based upon points earned as determined by the TDO. The award term earned will be determined by the TDO based upon review of the contractor's performance against the criteria set forth in this plan. The TDO may change this plan prior to the beginning of an evaluation period. All such changes must be bi-lateral. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

2.0 ORGANIZATION

The award term organization consists of the Term Determining Official (TDO); an Award Term Review Board (ATRB) which consists of a chairperson, the Contracting Officer, a recorder, other functional area participants, and advisor members; and the Performance Monitors. The TDO, ATRB members, and Performance Monitors are listed in Annex I.

3.0 RESPONSIBILITIES

- a. **Term Determining Official.** The TDO approves the award term plan and any changes. The TDO reviews the recommendation(s) of the ATRB, considers all pertinent data, and determines the earned award term points for each evaluation period. The TDO appoints the ATRB Chairperson.
- b. **Award Term Review Board Chairperson.** The ATRB Chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends award term plan changes to the TDO.

- c. **Award Term Review Board.** ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, and arrive at an earned award term points recommendation to be presented to the TDO. The ATRB may also recommend changes to this plan.
- d. **ATRBR Recorder.** The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO. This may be one of the ATRB members as well.
- e. **Contracting Officer.** The Contracting Officer (KO) is the liaison between the contractor and Government personnel. The KO modifies the contract ordering period if necessary to reflect the decision.
- f. **Performance Monitor.** The Performance Monitor will be the Contracting Officer's Representative (COR) appointed by the Contracting Officer to monitor this contract. Performance monitors maintain written records of the contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. The Performance Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD TERM PROCESSES

- a. **Available Award Term Points.** The earned award term points will be based on the contractor's performance during each evaluation period. The available points for each evaluation period are shown in the Monthly Award Term Evaluation. An accumulation of 75 to 100 percentage points is required for a one-year award term extension. An accumulation of less than 75 to 100 points, depending upon the applicable evaluation period, will result in a loss of entitlement to an award term. The Term Determining Official (TDO), based upon the recommendation and information provided by the ATRB, decides whether the contractor's performance during the evaluation period was excellent, acceptable, or unacceptable overall. The contractor receives interim feedback during the course of performance. In order to earn an award term, the TDO must find that the contractor's performance was excellent overall. The contract period is then extended to reflect the TDO's assessment.
- b. **Evaluation Criteria.** If the KO does not provide specific notice in writing to the contractor of changes to the evaluation criteria prior to the start of an evaluation period, the same criteria from the preceding period will be used in the subsequent evaluation period. Any changes to the evaluation criteria will be made with a notification to the contractor.
- c. **Interim Evaluation Process.** Interim evaluations will be conducted at least every six months during a twelve-month contract performance period. Interim evaluations will be made at least every three months during the initial contract period. At the discretion of the Term Determining Official (TDO), interim evaluations may take place more frequently. Performance monitors submit their evaluation reports to the Award Term

Review Board (ATRB) 14 calendar days after the end of the interim evaluation period. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period within 30 calendar days after the end of the interim evaluation period. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

- d. Annual and End-of-Period Evaluations. The contractor submits its self-assessment to the Contracting Officer Representative within 14 days after the end of the evaluation period. The written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The Performance Monitors submit their evaluation reports to the ATRB 10 working days after the end of each contract period. The ATRB forwards copies of the Performance Monitors evaluation reports to the contractor; and the contractor has five working days to address the Performance Monitor evaluations. The ATRB prepares its evaluation report and recommendation of earned award term points. The ATRB briefs the evaluation report and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall grade and earned award term points for the evaluation period within 45 calendar days after the end of the evaluation period. The Contracting Officer informs the contractor by letter of the earned award term points and the total cumulative points for the evaluation period. Upon the accumulation of sufficient award term points, the Contracting Officer issues a contract modification as necessary and appropriate to reflect the award term earned.

5.0 AWARD TERM PLAN CHANGE PROCEDURE

The TDO may change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 60 days prior to the beginning of the new evaluation period. The contractor will be notified of changes to the plan by the KO, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period or prior to a new evaluation period will be incorporated by the mutual consent of both parties. If either party desires a change to the award term plan and a mutual agreement cannot be reached, the original award term plan will remain in effect.

Annexes:

1. Award Term Organization
2. Award Term Allocation
3. Evaluation Criteria
4. Award Term Ratings
5. Award Term Evaluation Forms & Conversion Table

ANNEX 1

AWARD TERM ORGANIZATION

MEMBERS

Term Determining Official (TDO):

JoAnna Black
Chief, Contracting Division

Award Term Review Board Chairperson:

Thomas P. Long
Contracting Officer and Operations Manager, Stockton Lake Project and Power Plant

Award Term Review Board Members:

Cynthia A. Clark
Civil Engineering Technician, Stockton Lake Project

Ronald R. Vest
Contracting Officer, Contracting Division

AD HOC:
Office of Counsel

NOTE: PERFORMANCE MONITOR is the Contracting Officer's Representative

ANNEX 2

**AWARD TERM ALLOCATION
BY EVALUATION PERIODS**

The award term earned by the contractor will be determined at the completion of evaluation periods shown below. A minimum of 75 award term points must be earned during any evaluation period in order to earn an award term or additional non-competitive contract period for the contractor.

<u>Fiscal Year</u>	<u>Description</u>	<u>From</u>	<u>To</u>	<u>Evaluation Period #</u>	<u>Available Award Term</u>
2004	Base Year	04/01/04	09/30/04	#1	#1 (Year 6, FY 2009)
2005	1 st Renewal Option	10/01/04	09/30/05	#2	#2 (Year 7, FY 2010)
2006	2 nd Renewal Option	10/01/05	09/30/06	#3	#3 (Year 8, FY 2011)
2007	3 rd Renewal Option	10/01/06	09/30/07	#4	#4 (Year 9, FY 2012)
2008	4 th Renewal Option	10/01/07	09/30/08	#5	#5 (Year 10, FY 2013)
2009	1 st Award Term	10/01/08	09/30/09		
2010	2 nd Award Term	10/01/09	09/30/10		
2011	3 rd Award Term	10/01/10	09/30/11		
2012	4 th Award Term	10/01/11	09/30/12		
2013	5 th Award Term	10/01/12	09/30/13		

The adjectival award term points scoring system is as follows:

Unsatisfactory	–	negative points assessed
Satisfactory	–	0 points
Good	–	50 points
Very Good	–	75 points
Excellent	–	100 points

Based on the adjectival award term points scoring system, a contractor must be rated as Very Good (which results in 75 points) in order to receive an award term.

ANNEX 3

EVALUATION CRITERIA

The following will be the basis for evaluation of performance of services under the contract:

- On Time/Schedule
- Safe Work/Follow Established Standards
- Sufficient # of Qualified Employees
- Required Submissions (inspection worksheets)
- Complied with Scope of Work

ANNEX 4

AWARD TERM DEFINITION OF RATINGS

UNSATISFACTORY: Performance in the area evaluated consistently fails to meet contract requirements, objectives, or expectations. Corrective actions have not been taken or are ineffective.

SATISFACTORY: Performance in the area evaluated meets most contract requirements, objectives, or expectations. Although there are areas of good or better performance, these are more-or-less offset by lower-rated performance in other areas.

GOOD: Performance in the area evaluated meets contract requirements, objectives, or expectations. Contractor demonstrates a clear understanding of the requirements; and resolves complaints, problems or issues with satisfactory solutions.

VERY GOOD: Performance in the area evaluated consistently meets and occasionally exceeds contract requirements, objectives, or expectations. The Contractor is sometimes proactive in preventing complaints, problems, or issues.

EXCELLENT: Performance in the area evaluated consistently exceeds contract requirements, objectives, or expectations. The Contractor consistently provides quality, responsive service; and proactive prevention of complaints, problems, or issues.

ANNEX 5

AWARD TERM EVALUATION FORMS & CONVERSION TABLE

Forms for Monthly and for Annual evaluations follow this page, along with the conversion table.

**MONTHLY AWARD TERM EVALUATION
MOWING & TRIMMING SERVICES
STOCKTON LAKE PROJECT
FOR BID ITEMS 0001, 0002, 0003, 0004, AND 0005**

EVALUATION CRITERIA:

Month/Year: _____

Bid Item: _____

Rater: _____

_____ On Time/Schedule

_____ Safe Work/Follow Established Standards

_____ Sufficient # of Qualified Employees

_____ Required Submissions (inspection worksheets)

_____ Complied with Scope of Work

_____ Total ÷ 5 = _____ (Monthly Rating)

DEFINITION OF RATINGS:

- 1 UNSATISFACTORY: Performance in the area evaluated consistently fails to meet contract requirements, objectives, or expectations. Corrective actions have not been taken or are ineffective.
- 2 SATISFACTORY: Performance in the area evaluated meets most contract requirements, objectives, or expectations. Although there are areas of good or better performance, these are more-or-less offset by lower-rated performance in other areas.
- 3 GOOD: Performance in the area evaluated meets contract requirements, objectives, or expectations. Contractor demonstrates a clear understanding of the requirements; and resolves complaints, problems or issues with satisfactory solutions.
- 4 VERY GOOD: Performance in the area evaluated consistently meets and occasionally exceeds contract requirements, objectives, or expectations. The Contractor is sometimes proactive in preventing complaints, problems, or issues.
- 5 EXCELLENT: Performance in the area evaluated consistently exceeds contract requirements, objectives, or expectations. The Contractor consistently provides quality, responsive service; and proactive prevention of complaints, problems, or issues.

Government evaluation justification/support document(s) attached? ____ Yes ____ No

Government Representative Signature _____ Date _____

Contractor's/Representative Signature _____ Date _____

ANNUAL AWARD TERM EVALUATION

MOWING & TRIMMING SERVICES STOCKTON LAKE PROJECT

MONTH **RATING (1 - 5)**

October
November
April
May
June
July
August
September

Total _____ ÷ _____ (# of months) = _____ Annual Rating = _____ Award Points
(use conversion table to figure)

Award Term Extension For Fiscal Year: _____ APPROVED _____ DISAPPROVED _____

Contractor Review Signature _____ Date _____

ATRB Review and Rating _____ Signature _____ Date _____

Contracting Officer Review and Rating _____ Signature _____ Date _____

Term Determining Official Signature _____ Date _____

The Contractor earns and accumulates award term points for each month's evaluation period. The points a Contractor can earn for each evaluation period are as follows:

- Unsatisfactory -- negative points assessed
- Satisfactory -- 0 points
- Good -- 50 points
- Very Good -- 75 points
- Excellent -- 100 points

Based on the adjectival award term points scoring system, a contractor must be rated as Very Good (which results in 75 points) in order to receive an award term.

AWARD TERM EVALUATION CONVERSION TABLE

<u>Annual Rating</u>	<u>Award Points for 12-Month Cycle</u>
1.0	-100
1.1	-90
1.2	-80
1.3	-70
1.4	-60
1.5	-50
1.6	-40
1.7	-30
1.8	-20
1.9	-10
2.0	0
2.1	5
2.2	10
2.3	15
2.4	20
2.5	25
2.6	30
2.7	35
2.8	40
2.9	45
3.0	51
3.1	53
3.2	55
3.3	57
3.4	59
3.5	60
3.6	63
3.7	65
3.8	67
3.9	69
4.0	71
4.1	74
4.2	77
4.3	80
4.4	84
4.5	87
4.6	90
4.7	93
4.8	96
4.9	98
5.0	100

(End of Summary of Changes)