

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   138		
2. CONTRACT NO.		3. SOLICITATION NO. W912DQ-04-R-0007	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 30 Mar 2004	6. REQUISITION/PURCHASE NO. W58XUW-3322-2500			
7. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG 601 E 12TH ST CT-C RM 757 KANSAS CITY MO 64106-2896  CODE W912DQ TEL: 816-983-3836 FAX: 816-426-5777			8. ADDRESS OFFER TO <b>See Item 7</b>  CODE		(If other than Item 7)  TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>04:00 PM</u> local time <u>23 Apr 2004</u> (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME EMMA J NEVINS		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 816-983-3825		C. E-MAIL ADDRESS		
<b>11. TABLE OF CONTENTS</b>								
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X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		45 - 101	X	J	LIST OF ATTACHMENTS	
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<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	
<b>IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.</b>								

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0001</b>	<b>FY 2004 BASE YEAR</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed: PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
				<b>MAX NET AMT:</b>	_____
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0001AA</b>	<b>PARKS</b> not applicable to base year - DO NOT BID		Each		
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0001AB</b>	<b>PARKS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 9 orders.	9	Each		
				<b>MAX NET AMT:</b>	_____
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0001AC</b>	<b>ROADWAYS</b> not applicable to base year - DO NOT BID		Each		
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0001AD</b>	<b>ROADWAYS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 9 orders.	9	Each		
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AE	<b>ENTRANCES</b> not applicable to base year - DO NOT BID		Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AF	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AG	<b>ADMINISTRATION AREA</b> not applicable to base year - DO NOT BID		Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AH	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 26 orders.	26	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AJ	<b>GROUP CAMPS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing and trimming of Group Camp Areas and Stockton Day Use Area as ordered. Approximately 21 acres. Maximum of 12 orders.	12	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AK	<b>WAREHOUSE &amp; CHANNEL</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing and trimming of Warehouse and Downstream Channel Areas as ordered. Approximately 13 acres. Maximum of 4 orders.	4	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AL	<b>EAST DIKE</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing and trimming of East Dike (slope) as ordered. Approximately 3 acres. Maximum of 3 orders.	3	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AM	<b>LAGOONS &amp; ADDITIONAL SIGNS &amp; ROADWAY</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing and trimming of Lagoon Areas and around Additional Signs and Roadway as ordered. Approximately 14 acres. Maximum of 4 orders.	4	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AN	<b>HOURLY MOWING - SMALL</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing with mower of deck size 60" or less, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0001AP</b>	<b>HOURLY MOWING - MEDIUM</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing with mower of deck size 61" to 120", priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0001AQ</b>	<b>HOURLY MOWING - LARGE</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Mowing with mower of deck size 121" or greater, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0001AR</b>	<b>HOURLY TRIMMING</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2004. Trimming, priced and ordered by the hour. Note: hourly trimming services will be ordered in conjunction with other services for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly trimming will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0002 OPTION</b>	<b>FY 2005 1st OPTION</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2004 and 01 APRIL THRU 30 SEPTEMBER 2005. Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed: PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		1	Each		
<b>0002AA</b>	<b>PARKS</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2004.				
	Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 1 order.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		9	Each		
<b>0002AB</b>	<b>PARKS</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2005.				
	Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 9 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		1	Each		
<b>0002AC</b>	<b>ROADWAYS</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2004.				
	Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 1 order.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		9	Each		
<b>0002AD</b>	<b>ROADWAYS</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2005.				
	Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 9 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		1	Each		
<b>0002AE</b>	<b>ENTRANCES</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2004.				
	Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 1 order.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0002AK</b>	<b>WAREHOUSE &amp; CHANNEL</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2005.				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		3	Each		
<b>0002AL</b>	<b>EAST DIKE</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2005.				
	Mowing and trimming of East Dike (slope) as ordered. Approximately 3 acres.				
	Maximum of 3 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0002AM</b>	<b>LAGOONS &amp; ADDITIONAL SIGNS &amp; ROADWAY</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2005.				
	Mowing and trimming of Lagoon Areas and around Additional Signs and Roadway as ordered. Approximately 14 acres. Maximum of 4 orders.				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		100	Hours		
<b>0002AN</b>	<b>HOURLY MOWING - SMALL</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2004				
	and 01 APRIL THRU 30 SEPTEMBER 2005.				
	Mowing with mower of deck size 60" or less, priced and ordered by the hour.				
	Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
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<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	<b>FY 2006 2nd OPTION</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2005 and 01 APRIL THRU 30 SEPTEMBER 2006. Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed: PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
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<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2005 and 01 APRIL THRU 30 SEPTEMBER 2006.				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0003AR</b>	<b>HOURLY TRIMMING</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2005 and 01 APRIL THRU 30 SEPTEMBER 2006.				
	Trimming, priced and ordered by the hour. Note: hourly trimming services will be ordered in conjunction with other services for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly trimming will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0004 OPTION</b>	<b>FY 2007 3rd OPTION</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2006 and 01 APRIL THRU 30 SEPTEMBER 2007.				
	Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed:				
	PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0004AA</b>	<b>PARKS</b>	1	Each		
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2006. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 1 order.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0004AB</b>	<b>PARKS</b>	9	Each		
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2007. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 9 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0004AC</b>	<b>ROADWAYS</b>	1	Each		
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2006. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 1 order.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0004AD</b>	<b>ROADWAYS</b>	9	Each		
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2007. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 9 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AE	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2006. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AF	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2007. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AG	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2006. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 6 orders.	6	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AH	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2007. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 26 orders.	26	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AJ	<b>GROUP CAMPS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2007. Mowing and trimming of Group Camp Areas and Stockton Day Use Area as ordered. Approximately 21 acres. Maximum of 12 orders.	12	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0004AK</b>	<b>WAREHOUSE &amp; CHANNEL</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2007.				
	Mowing and trimming of Warehouse and Downstream Channel Areas as ordered.				
	Approximately 13 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		3	Each		
<b>0004AL</b>	<b>EAST DIKE</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2007.				
	Mowing and trimming of East Dike (slope) as ordered. Approximately 3 acres.				
	Maximum of 3 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0004AM</b>	<b>LAGOONS &amp; ADDITIONAL SIGNS &amp; ROADWAY</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2007.				
	Mowing and trimming of Lagoon Areas and around Additional Signs and Roadway ordered. Approximately 14 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		100	Hours		
<b>0004AN</b>	<b>HOURLY MOWING - SMALL</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2006				
	and 01 APRIL THRU 30 SEPTEMBER 2007.				
	Mowing with mower of deck size 60" or less, priced and ordered by the hour.				
	Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0004AP</b>	<b>HOURLY MOWING - MEDIUM</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2006 and 01 APRIL THRU 30 SEPTEMBER 2007.				
	Mowing with mower of deck size 61" to 120", priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0004AQ</b>	<b>HOURLY MOWING - LARGE</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2006 and 01 APRIL THRU 30 SEPTEMBER 2007.				
	Mowing with mower of deck size 121" or greater, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0004AR</b>	<b>HOURLY TRIMMING</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2006 and 01 APRIL THRU 30 SEPTEMBER 2007.				
	Trimming, priced and ordered by the hour. Note: hourly trimming services will be ordered in conjunction with other services for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly trimming will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0005 OPTION</b>	<b>FY 2008 4th OPTION</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2007 and 01 APRIL THRU 30 SEPTEMBER 2008.				
	Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed: PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		1	Each		
<b>0005AA</b>	<b>PARKS</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2007.				
	Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 1 order.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		9	Each		
<b>0005AB</b>	<b>PARKS</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2008.				
	Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 9 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		1	Each		
<b>0005AC</b>	<b>ROADWAYS</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2007.				
	Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 1 order.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		9	Each		
<b>0005AD</b>	<b>ROADWAYS</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2008.				
	Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 9 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AE	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2007. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AF	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2008. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AG	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2007. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 6 orders.	6	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AH	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2008. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 26 orders.	26	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AJ	<b>GROUP CAMPS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2008. Mowing and trimming of Group Camp Areas and Stockton Day Use Area as ordered. Approximately 21 acres. Maximum of 12 orders.	12	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0005AK</b>	<b>WAREHOUSE &amp; CHANNEL</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2008.				
	Mowing and trimming of Warehouse and Downstream Channel Areas as ordered.				
	Approximately 13 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		3	Each		
<b>0005AL</b>	<b>EAST DIKE</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2008.				
	Mowing and trimming of East Dike (slope) as ordered. Approximately 3 acres.				
	Maximum of 3 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0005AM</b>	<b>LAGOONS &amp; ADDITIONAL SIGNS &amp; ROADWAY</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2008.				
	Mowing and trimming of Lagoon Areas and around Additional Signs and Roadway as ordered. Approximately 14 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		100	Hours		
<b>0005AN</b>	<b>HOURLY MOWING - SMALL</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2007				
	and 01 APRIL THRU 30 SEPTEMBER 2008.				
	Mowing with mower of deck size 60" or less, priced and ordered by the hour.				
	Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0005AP</b>	<b>HOURLY MOWING - MEDIUM</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2007 and 01 APRIL THRU 30 SEPTEMBER 2008.				
	Mowing with mower of deck size 61" to 120", priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0005AQ</b>	<b>HOURLY MOWING - LARGE</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2007 and 01 APRIL THRU 30 SEPTEMBER 2008.				
	Mowing with mower of deck size 121" or greater, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0005AR</b>	<b>HOURLY TRIMMING</b>	100	Hours		
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2007 and 01 APRIL THRU 30 SEPTEMBER 2008.				
	Trimming, priced and ordered by the hour. Note: hourly trimming services will be ordered in conjunction with other services for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly trimming will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
<b>0006</b>	<b>FY 2009 1st AWARD TERM</b>				
<b>AWARD</b>	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2008 and 01 APRIL THRU 30 SEPTEMBER 2009.				
<b>TERM 1</b>	Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed: PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AA	<b>PARKS</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2008. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AB	<b>PARKS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2009. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AC	<b>ROADWAYS</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2008. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AD	<b>ROADWAYS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2009. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AE	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2008. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AF	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2009. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AG	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2008. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 6 orders.	6	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AH	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2009. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 26 orders.	26	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AJ	<b>GROUP CAMPS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2009. Mowing and trimming of Group Camp Areas and Stockton Day Use Area as ordered. Approximately 21 acres. Maximum of 12 orders.	12	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0006AK</b>	<b>WAREHOUSE &amp; CHANNEL</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2009.				
	Mowing and trimming of Warehouse and Downstream Channel Areas as ordered.				
	Approximately 13 acres. Maximum of 4 orders..				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		3	Each		
<b>0006AL</b>	<b>EAST DIKE</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2009.				
	Mowing and trimming of East Dike (slope) as ordered. Approximately 3 acres.				
	Maximum of 3 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0006AM</b>	<b>LAGOONS &amp; ADDITIONAL SIGNS &amp; ROADWAY</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2009.				
	Mowing and trimming of Lagoon Areas and around Additional Signs and Roadway as ordered. Approximately 14 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		100	Hours		
<b>0006AN</b>	<b>HOURLY MOWING - SMALL</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2008				
	and 01 APRIL THRU 30 SEPTEMBER 2009.				
	Mowing with mower of deck size 60" or less, priced and ordered by the hour.				
	Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AP	<b>HOURLY MOWING - MEDIUM</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2008 and 01 APRIL THRU 30 SEPTEMBER 2009. Mowing with mower of deck size 61" to 120", priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AQ	<b>HOURLY MOWING - LARGE</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2008 and 01 APRIL THRU 30 SEPTEMBER 2009. Mowing with mower of deck size 121" or greater, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AR	<b>HOURLY TRIMMING</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2008 and 01 APRIL THRU 30 SEPTEMBER 2009. Trimming, priced and ordered by the hour. Note: hourly trimming services will be ordered in conjunction with other services for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly trimming will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 AWARD TERM 2	<b>FY 2010 2nd AWARD TERM</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2009 and 01 APRIL THRU 30 SEPTEMBER 2010. Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed: PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AA	<b>PARKS</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2009. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AB	<b>PARKS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2010. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AC	<b>ROADWAYS</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2009. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AD	<b>ROADWAYS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2010. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AE	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2009. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AF	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2010. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AG	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2009. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 6 orders.	6	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AH	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2010. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 26 orders.	26	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AJ	<b>GROUP CAMPS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2010. Mowing and trimming of Group Camp Areas and Stockton Day Use Area as ordered. Approximately 21 acres. Maximum of 12 orders.	12	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0007AK</b>	<b>WAREHOUSE &amp; CHANNEL</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2010.				
	Mowing and trimming of Warehouse and Downstream Channel Areas as ordered.				
	Approximately 13 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		3	Each		
<b>0007AL</b>	<b>EAST DIKE</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2010.				
	Mowing and trimming of East Dike (slope) as ordered. Approximately 3 acres.				
	Maximum of 3 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0007AM</b>	<b>LAGOONS &amp; ADDITIONAL SIGNS &amp; ROADWAY</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2010.				
	Mowing and trimming of Lagoon Areas and around Additional Signs and Roadway as ordered. Approximately 14 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		100	Hours		
<b>0007AN</b>	<b>HOURLY MOWING - SMALL</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2009				
	and 01 APRIL THRU 30 SEPTEMBER 2010.				
	Mowing with mower of deck size 60" or less, priced and ordered by the hour.				
	Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AP	<b>HOURLY MOWING - MEDIUM</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2009 and 01 APRIL THRU 30 SEPTEMBER 2010. Mowing with mower of deck size 61" to 120", priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AQ	<b>HOURLY MOWING - LARGE</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2009 and 01 APRIL THRU 30 SEPTEMBER 2010. Mowing with mower of deck size 121" or greater, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AR	<b>HOURLY TRIMMING</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2009 and 01 APRIL THRU 30 SEPTEMBER 2010. Trimming, priced and ordered by the hour. Note: hourly trimming services will be ordered in conjunction with other services for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly trimming will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 AWARD TERM 3	<b>FY 2011 3rd AWARD TERM</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2010 and 01 APRIL THRU 30 SEPTEMBER 2011. Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed: PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		1	Each		
<b>0008AA</b>	<b>PARKS</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2010.				
	Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 1 order.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		9	Each		
<b>0008AB</b>	<b>PARKS</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2011.				
	Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 9 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		1	Each		
<b>0008AC</b>	<b>ROADWAYS</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2010.				
	Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 1 order.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		9	Each		
<b>0008AD</b>	<b>ROADWAYS</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2011.				
	Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 9 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AE	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2010. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AF	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2011. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AG	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2010. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 6 orders.	6	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AH	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2011. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 26 orders.	26	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AJ	<b>GROUP CAMPS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2011. Mowing and trimming of Group Camp Areas and Stockton Day Use Area as ordered. Approximately 21 acres. Maximum of 12 orders..	12	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0008AK</b>	<b>WAREHOUSE &amp; CHANNEL</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2011.				
	Mowing and trimming of Warehouse and Downstream Channel Areas as ordered.				
	Approximately 13 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		3	Each		
<b>0008AL</b>	<b>EAST DIKE</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2011.				
	Mowing and trimming of East Dike (slope) as ordered. Approximately 3 acres.				
	Maximum of 3 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0008AM</b>	<b>LAGOONS &amp; ADDITIONAL SIGNS &amp; ROADWAY</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2011.				
	Mowing and trimming of Lagoon Areas and around Additional Signs and Roadway as ordered. Approximately 14 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		100	Hours		
<b>0008AN</b>	<b>HOURLY MOWING - SMALL</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2010				
	and 01 APRIL THRU 30 SEPTEMBER 2011.				
	Mowing with mower of deck size 60" or less, priced and ordered by the hour.				
	Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AP	<b>HOURLY MOWING - MEDIUM</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2010 and 01 APRIL THRU 30 SEPTEMBER 2011. Mowing with mower of deck size 61" to 120", priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AQ	<b>HOURLY MOWING - LARGE</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2010 and 01 APRIL THRU 30 SEPTEMBER 2011. Mowing with mower of deck size 121" or greater, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AR	<b>HOURLY TRIMMING</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2010 and 01 APRIL THRU 30 SEPTEMBER 2011. Trimming, priced and ordered by the hour. Note: hourly trimming services will be ordered in conjunction with other services for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly trimming will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 AWARD TERM 4	<b>FY 2012 4th AWARD TERM</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2011 and 01 APRIL THRU 30 SEPTEMBER 2012. Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed: PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AA	<b>PARKS</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2011. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AB	<b>PARKS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2012. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AC	<b>ROADWAYS</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2011. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AD	<b>ROADWAYS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2012. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 9 orders	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AE	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2011. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AF	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2012. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AG	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2011. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 6 orders	6	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AH	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2012. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 26 orders.	26	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AJ	<b>GROUP CAMPS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2012. Mowing and trimming of Group Camp Areas and Stockton Day Use Area as ordered. Approximately 21 acres. Maximum of 12 orders.	12	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AK	<b>WAREHOUSE &amp; CHANNEL</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2012. Mowing and trimming of Warehouse and Downstream Channel Areas as ordered. Approximately 13 acres. Maximum of 4 orders.	4	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AL	<b>EAST DIKE</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2012. Mowing and trimming of East Dike (slope) as ordered. Approximately 3 acres. Maximum of 3 orders.	3	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AM	<b>LAGOONS &amp; ADDITIONAL SIGNS &amp; ROADWAY</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2012. Mowing and trimming of Lagoon Areas and around Additional Signs and Roadway as ordered. Approximately 14 acres. Maximum of 4 orders.	4	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AN	<b>HOURLY MOWING - SMALL</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2011 and 01 APRIL THRU 30 SEPTEMBER 2012. Mowing with mower of deck size 60" or less, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AP	<b>HOURLY MOWING - MEDIUM</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2011 and 01 APRIL THRU 30 SEPTEMBER 2012. Mowing with mower of deck size 61" to 120", priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AQ	<b>HOURLY MOWING - LARGE</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2011 and 01 APRIL THRU 30 SEPTEMBER 2012. Mowing with mower of deck size 121" or greater, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AR	<b>HOURLY TRIMMING</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2011 and 01 APRIL THRU 30 SEPTEMBER 2012. Trimming, priced and ordered by the hour. Note: hourly trimming services will be ordered in conjunction with other services for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly trimming will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 AWARD TERM 5	<b>FY 2013 5th AWARD TERM</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2012 and 01 APRIL THRU 30 SEPTEMBER 2013. Provide mowing and trimming services, including all labor and equipment, for Stockton Lake Project, in accordance with the Performance Work Statement, Technical Exhibits, Maps, and Attachments included herein, and as specified by the Contracting Officer or authorized Representative, for the areas listed: PURCHASE REQUEST NUMBER: W58XUW-3322-2500				
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AA	<b>PARKS</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2012. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AB	<b>PARKS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2013. Mowing and trimming of Park Areas as ordered, including all Group Camps and Day Use Areas. Approximately 185 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AC	<b>ROADWAYS</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2012. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 1 order.	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AD	<b>ROADWAYS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2013. Mowing and trimming of Roadways as ordered. Approximately 116 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AE	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2012. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 1 order	1	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AF	<b>ENTRANCES</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2013. Mowing and trimming of East and West Entrances from Highway 32 (including East abutment slope) as ordered. Approximately 35 acres. Maximum of 9 orders.	9	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AG	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2012. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 6 orders.	6	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AH	<b>ADMINISTRATION AREA</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2013. Mowing and trimming of Project Office Lawn, Administrative Compound Area, Cedar Gap Shelter Area, and Overlook Areas (East and West) as ordered. Approximately 14 acres. Maximum of 26 orders.	26	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AJ	<b>GROUP CAMPS</b> PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2013. Mowing and trimming of Group Camp Areas and Stockton Day Use Area as ordered. Approximately 21 acres. Maximum of 12 orders.	12	Each		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0010AK</b>	<b>WAREHOUSE &amp; CHANNEL</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2013.				
	Mowing and trimming of Warehouse and Downstream Channel Areas as ordered.				
	Approximately 13 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		3	Each		
<b>0010AL</b>	<b>EAST DIKE</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2013.				
	Mowing and trimming of East Dike (slope) as ordered. Approximately 3 acres.				
	Maximum of 3 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		4	Each		
<b>0010AM</b>	<b>LAGOONS &amp; ADDITIONAL SIGNS &amp; ROADWAY</b>				
	PERIOD OF PERFORMANCE: 01 APRIL THRU 30 SEPTEMBER 2013.				
	Mowing and trimming of Lagoon Areas and around Additional Signs and Roadway as ordered. Approximately 14 acres. Maximum of 4 orders.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		100	Hours		
<b>0010AN</b>	<b>HOURLY MOWING - SMALL</b>				
	PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2012				
	and 01 APRIL THRU 30 SEPTEMBER 2013.				
	Mowing with mower of deck size 60" or less, priced and ordered by the hour.				
	Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.				
				<b>MAX NET AMT:</b>	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AP	<b>HOURLY MOWING - MEDIUM</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2012 and 01 APRIL THRU 30 SEPTEMBER 2013. Mowing with mower of deck size 61" to 120", priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AQ	<b>HOURLY MOWING - LARGE</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2012 and 01 APRIL THRU 30 SEPTEMBER 2013. Mowing with mower of deck size 121" or greater, priced and ordered by the hour. Note: hourly mowings will be ordered in conjunction with other mowings for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly mowing will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AR	<b>HOURLY TRIMMING</b> PERIOD OF PERFORMANCE: 01 OCTOBER THRU 20 NOVEMBER 2012 and 01 APRIL THRU 30 SEPTEMBER 2013. Trimming, priced and ordered by the hour. Note: hourly trimming services will be ordered in conjunction with other services for the same or nearby areas if at all possible. If ordered far apart from ongoing mowing operations, hourly trimming will be ordered as a minimum of 4 hours.	100	Hours		
<b>MAX NET AMT:</b>					_____

Section C - Descriptions and Specifications

PWS - PERF WORK STMT

## SECTION C

### PERFORMANCE WORK STATEMENT

**Mowing and Trimming Services  
U.S. Army Corps of Engineers  
Stockton Lake Project, Missouri**

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C-3	GOVERNMENT-FURNISHED PROPERTY AND SUPPLIES
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**ATTACHMENT 1** *“STATEMENT OF EXPERIENCE”*

**ATTACHMENT 2** *“PAST PERFORMANCE QUESTIONNAIRE AND COVER LETTER”*

**ATTACHMENT 3** *“LISTING OF EQUIPMENT”*

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**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](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 <sup>ST</sup> RENEWAL:    | 01 October 2004 thru 20 November 2004                             |
|                             | 01 April 2005 thru 30 September 2005                              |
| 2 <sup>ND</sup> RENEWAL:    | 01 October 2005 thru 20 November 2005                             |
|                             | 01 April 2006 thru 30 September 2006                              |
| 3 <sup>RD</sup> RENEWAL:    | 01 October 2006 thru 20 November 2006                             |
|                             | 01 April 2007 thru 30 September 2007                              |
| 4 <sup>TH</sup> RENEWAL:    | 01 October 2007 thru 20 November 2007                             |
|                             | 01 April 2008 thru 30 September 2008                              |
| 1 <sup>ST</sup> AWARD TERM: | 01 October 2008 thru 20 November 2008                             |
|                             | 01 April 2009 through 30 September 2009                           |
| 2 <sup>ND</sup> AWARD TERM: | 01 October 2009 thru 20 November 2009                             |
|                             | 01 April 2010 through 30 September 2010                           |
| 3 <sup>RD</sup> AWARD TERM: | 01 October 2010 thru 20 November 2010                             |



made via Electronic Funds Transfer (EFT) into the Contractor's banking account. In accordance with the Prompt Payment Act, payment will be made approximately 30 days after the last day of services received for the billing period, or 30 days from receipt of the invoice, whichever is later. 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 roadways 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 roadways 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 waters 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 with 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.

<p>ATTACHMENT #1</p> <p>STATEMENT OF EXPERIENCE</p>
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**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.**

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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 12<sup>TH</sup> 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:

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#### B. Timeliness of Performance:

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

- \_\_\_ Yes
- \_\_\_ No

Comments:

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#### 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:

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How would you rate **your satisfaction with this contractor?**

- Extremely Satisfied
- Satisfied
- Partially Satisfied
- Dissatisfied
- Extremely Dissatisfied

Comments:

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Would you hire this contractor again?

- Yes
- No

Comments:

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COMPANY NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

YOUR NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_





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

William W. Gross | Division of | Wage Determination No.: 1994-2311  
Director | Wage Determinations | Revision No.: 21  
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, Laclede, 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	

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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 ordinance, 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)

<b>Section (Para.)</b>	<b>Contract Requirement</b>	<b>Performance Standard</b>	<b>Lot Desc.</b>	<b>ALP (%)</b>	<b>Method of Surveillance</b>
<b>C.5.2</b>	Mowing	Area presents even appearance of uniform height; turf not rutted	Acre	4%	Random Sample
<b>C.5.3</b>	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

**TECHNICAL EXHIBIT #2**  
**AREAS, FREQUENCIES, & ACREAGES**

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

<b>AREAS</b>	<b>ESTIMATED ACREAGE</b>	<b>ESTIMATED # OF MOWINGS</b>	<b>MAXIMUM # OF MOWINGS</b>	<b>TIME ALLOWED TO COMPLETE REQUIRED SERVICES</b>
<b>RUARK BLUFF WEST</b>				
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
<b>GROUP CAMPS/GROUP DAY USE AREAS</b> (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
<b>ENTRANCES</b>	35 acres	8 mowings	10 mowings	5 hours
<b>WHSE/CHANNEL</b>	13 acres	4 mowings	4 mowings	3 hours
<b>EAST DIKE</b>	3 acres	3 mowings	3 mowings	1 hour
<b>ADMIN. AREA</b>	14 acres	26 mowings	32 mowings	6 hours

- 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***

\_\_\_\_\_  
**DATE OF APPROVAL**

\_\_\_\_\_  
**CONTRACTOR'S NAME (TBD)**

**APPROVED:** \_\_\_\_\_  
**TERM DETERMINING OFFICIAL (TDO)**  
**Chief, Contracting Division**

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<u>ANNEX</u>	<u>TITLE</u>
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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 1.

## **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. **ATR 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.

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

<b><u>Annual Rating</u></b>	<b><u>Award Points for 12-Month Cycle</u></b>
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

## Section D - Packaging and Marking

## CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MAXIMUM QUANTITY
0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0006AA, 0007AA, 0008AA, 0009AA, 0010AA,	No minimum	1 order
0001AB, 0002AB, 0003AB, 0004AB, 0005AB, 0006AB, 0007AB, 0008AB, 0009AB, 0010AB	No minimum	9 orders
0001AC, 0002AC, 0003AC, 0004AC, 0005AC, 0006AC, 0007AC, 0008AC, 0009AC, 0010AC	No minimum	1 order
0001AD, 0002AD, 0003AD, 0004AD, 0005AD, 0006AD, 0007AD, 0008AD, 0009AD, 0010AD	No minimum	9 orders
0001AE, 0002AE, 0003AE, 0004AE, 0005AE, 0006AE, 0007AE, 0008AE, 0009AE, 0010AE	No minimum	1 order
0001AF, 0002AF, 0003AF, 0004AF, 0005AF, 0006AF, 0007AF, 0008AF, 0009AF, 0010AF	No minimum	9 orders
0001AG, 0002AG, 0003AG, 0004AG, 0005AG, 0006AG, 0007AG, 0008AG, 0009AG, 0010AG	No minimum	6 orders
0001AH, 0002AH, 0003AH, 0004AH, 0005AH, 0006AH, 0007AH, 0008AH, 0009AH, 0010AH	No minimum	26 orders
0001AJ, 0002AJ, 0003AJ, 0004AJ, 0005AJ, 0006AJ, 0007AJ, 0008AJ, 0009AJ, 0010AJ	No minimum	12 orders
0001AK, 0002AK, 0003AK, 0004AK, 0005AK, 0006AK, 0007AK, 0008AK, 0009AK, 0010AK	No minimum	4 orders
0001AL, 0002AL, 0003AL, 0004AL, 0005AL, 0006AL, 0007AL, 0008AL, 0009AL, 0010AL	No minimum	3 orders
0001AM, 0002AM, 0003AM, 0004AM, 0005AM, 0006AM, 0007AM, 0008AM, 0009AM, 0010AM	No minimum	4 orders
0001AN, 0002AN, 0003AN, 0004AN, 0005AN, 0006AN, 0007AN, 0008AN, 0009AN, 0010AN	No minimum	100 hours
0001AP, 0002AP, 0003AP, 0004AP, 0005AP, 0006AP, 0007AP, 0008AP, 0009AP, 0010AP	No minimum	100 hours
0001AQ, 0002AQ, 0003AQ, 0004AQ, 0005AQ, 0006AQ, 0007AQ, 0008AQ, 0009AQ, 0010AQ	No minimum	100 hours
0001AR, 0002AR, 0003AR, 0004AR, 0005AR, 0006AR, 0007AR, 0008AR, 0009AR, 0010AR	No minimum	100 hours

Section E - Inspection and Acceptance

**INSPECTION AND ACCEPTANCE**

Supplies/services will be inspected/accepted at:

<b>CLIN</b>	<b>INSPECT AT</b>	<b>INSPECT BY</b>	<b>ACCEPT AT</b>	<b>ACCEPT BY</b>
All	On-site	Government Representative	On-site or at Project Office	Government Representative

## Section F - Deliveries or Performance

**DELIVERIES AND PERFORMANCE**

<b>CLIN</b>	<b>DELIVERY DATE</b>	<b>QUANTITY</b>	<b>SHIP TO ADDRESS</b>	<b>UIC</b>
<b>0001</b>	POP 01-APR-2004 TO 30-SEP-2004	N/A	USACE, KANSAS CITY CYNTHIA A . CLARK STOCKTON LAKE PROJECT 16435 E STOCKTON LAKE DR STOCKTON MO 65785 417-276-3113	W912DQ
<b>0002</b>	POP 01-OCT-2004 TO 30-SEP-2005	N/A	Same as above	W912DQ
<b>0003</b>	POP 01-OCT-2005 TO 30-SEP-2006	N/A	Same as above	W912DQ
<b>0004</b>	POP 01-OCT-2006 TO 30-SEP-2007	N/A	Same as above	W912DQ
<b>0005</b>	POP 01-OCT-2007 TO 30-SEP-2008	N/A	Same as above	W912DQ
<b>0006</b>	POP 01-OCT-2008 TO 30-SEP-2009	N/A	Same as above	W912DQ
<b>0007</b>	POP 01-OCT-2009 TO 30-SEP-2010	N/A	Same as above	W912DQ
<b>0008</b>	POP 01-OCT-2010 TO 30-SEP-2011	N/A	Same as above	W912DQ
<b>0009</b>	POP 01-OCT-2011 TO 30-SEP-2012	N/A	Same as above	W912DQ
<b>0010</b>	POP 01-OCT-2012 TO 30-SEP-2013	N/A	Same as above	W912DQ

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

NWK-00100-007 USACE Safety and Health Requirements Manual, EM 385-1- JUL 2002

1

## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States

under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

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

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

*Experience*  
*Past Performance*  
*Contractor Equipment*  
*Contractor Manpower (Employees/Personnel)*  
*Price*

*The evaluation factors of Experience, Past Performance, Equipment, and Manpower will weigh more heavily than Price in determining the best value to the Government.*

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

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

(End of clause)

#### **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 for 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 (JAN 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.

\_\_\_ (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.

\_\_\_ (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.

- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (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.
- X** (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).
- X** (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).
- X** (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X** (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- X** (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_ (17) 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).
- \_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (19) 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).
- \_\_\_ (20)(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)).
- X** (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (22)(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.
- \_\_\_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (27) 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)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (33)(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 (October 2000) (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)

#### **52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)**

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

- (b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

**52.216-18 ORDERING. (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2004 (or date of award, if later) through September 30, 2013.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**52.216-19 ORDER LIMITATIONS. (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 4 hours' labor, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
  - (1) Any order for a single item in excess of \$12,000.00;
  - (2) Any order for a combination of items in excess of \$12,000.00; or
  - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2013.

(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)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 30 September 2004 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**52.237-1 SITE VISIT (APR 1984)**

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

(End of clause)

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

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

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov](http://www.arnet.gov)

[www.gsa.gov](http://www.gsa.gov)

(End of provision)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

[www.arnet.gov](http://www.arnet.gov)

[www.gsa.gov](http://www.gsa.gov)

(End of clause)

#### **252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)**

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

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

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

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

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

“Registered in the CCR database” means that--

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

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

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

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

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

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

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) ( Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) ( Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) ( Alternate I) (MAR 2000) ( Alternate II) (MAR 2000).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS  
(JAN 2004)

(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)(7)(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 s 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.

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``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.``

(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.  
-----  
-----  
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(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

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-----  
-----

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 NAFTA 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 NAFTA 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). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) 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 ( )

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 (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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

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

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

(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)

## Section L - Instructions, Conditions and Notices to Bidders

NOTICE TO BIDDERS

**NOTICE TO BIDDERS**  
**MOWING AND TRIMMING SERVICES**  
**STOCKTON LAKE PROJECT, MISSOURI**

- A. BID ITEMS:** Bidders are required to bid on all items and entire quantities contained in the basic contract period; and all renewal option years in order to be considered for award. Bids received not complying with this requirement will be considered non-responsive and will be rejected. Award will be made to only one Contractor.
- B. REQUIRED DOCUMENTATION:** The bidder is responsible for a thorough review of the entire solicitation, and must complete and return all fill-ins and required pages in order to be considered. To be considered responsive, bidders must complete and return all of the following:
- Complete on page 1 the “CONTRACTOR/OFFEROR” box with your complete name, mailing address, telephone number, and if already registered in CCR, your cage code.
  - Complete on page 1 the “SIGNATURE”, “NAME AND TITLE OF SIGNER”, and “DATE SIGNED” blocks. In addition, provide your Dun & Bradstreet number above or nearby your printed name and title. A Dun & Bradstreet number may be obtained from accessing [www.ccr.gov](http://www.ccr.gov) and calling the toll-free number provided.
  - Complete all Bid Items (CLINs).
  - Complete all applicable parts of FAR clause “Offeror Representations and Certifications.”
  - Sign and return any amendments to the solicitation which may follow.
  - Complete and return all Best Value documentation as explained below in paragraph “C”.

Bidders must complete all fill-ins and send or deliver all return pages by the due date and time shown on page 1 to the address listed on page 1.

- C. BEST VALUE:** This will be a BEST VALUE acquisition. Award will be made based on best value to the Government, and will not be made based on price alone, in accordance with FAR Part 52.212-2 “Evaluation – Commercial Items” (Jan 1999). The following evaluation factors will be considered:

Experience  
Past Performance  
Contractor Equipment  
Contractor Manpower (Employees/Personnel)  
Price

The evaluation factors of Experience, Past Performance, Equipment, and Manpower will weigh more heavily than Price in determining the best value to the Government.

In order to be considered, bidders must provide information on the evaluation factors using the attachments included in this solicitation. Bidders must provide proof of Experience using Attachment 1, "Statement of Experience"; and must provide information on Past Performance utilizing Attachment 2, "Past Performance Questionnaire." Information on Equipment and Manpower must be provided in Attachments 3 and 4. Following are instructions for providing this required information:

**Experience (Attachment 1, Statement of Experience)**

Related experience will be determined by the length of time (years and months) of work in similar positions, performing duties similar in nature and complexity to the required services. Using Attachment #1, "Statement of Experience and Personal Information", list any experience you have had pertinent to this position. Return this document along with your bid by the due date.

**Past Performance (Attachment 2, Past Performance Questionnaire)**

Past Performance will be rated by the quality of services, timeliness of performance, and customer satisfaction on other contracts performed. Bidders should refer to Attachment #2, "Past Performance Questionnaire and Cover Letter". Bidders are to send this cover letter and questionnaire to three references which can verify your performance on work similar in nature and complexity to the required services. The three references should return the forms (via fax) directly to the US Army Corps of Engineers within three days of receipt, as specified in the Cover Letter. The Government may obtain additional information related to past performance from sources other than the questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or to other parties. Bidders are to submit the names, addresses and telephone numbers of their three references with this offer.

**Contractor Equipment (Attachment 3, Listing of Equipment)**

Bidder shall list equipment which would be utilized in performance of services under the contract. The contractor must furnish equipment of adequate type and quantity in order to accomplish satisfactory performance of required services.

**Contractor Manpower (Attachment 4, Listing of Employees/Personnel)**

Bidder shall list staff/employees which would perform services under the contract to prove that sufficient labor is available to accomplish satisfactory performance of required services.

An evaluation will be completed for each responsive bid received by the due date and time in response to this solicitation. Selection of a Contractor will be determined following a thorough assessment of such bids. The assessment will involve a determination by the Government of the overall merit of each Contractor's bid, recognizing that subjective judgment on the part of the Government is implicit in the entire process. An award will be made to the bid which is deemed responsible in accordance with FAR 9.1, and which

conforms to this RFP and is determined to be the overall most advantageous to the Government, with price and other factors considered.

- D. MATH ERRORS:** Bidders' attention is directed to clause #52.214-5000, wherein are procedures for correction of Arithmetic Discrepancies (Clerical errors).
- E. FLOOD CONTROL:** This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by the contract. In the event that inundation materially affects the scope of work, the Contractor will be requested to submit a pricing proposal covering the unserviceable or affected portion of his or her work in order that an equitable adjustment to the contract price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes", FAR 52.212-4 (c). Payment for services not performed as a result of conditions stated above shall be initially withheld until execution of an equitable adjustment can be made by contract modification.
- F. INSURANCE:** The Contractor shall furnish proof of required insurance and valid driver's licenses before starting work. Proof of insurance may be in the form of a copy of the insurance policy, or binder issued by the insurer. Proof of proper insurance and driver's licenses shall be delivered to the Contracting Officer's Representative either at the post-award (pre-work) conference, or prior to starting work on the first day of the service period.
- G. WAGE RATES:** Prevailing Wage Rates will apply for any award resulting from this solicitation for bids. Wage Rate information is included herein as Attachment 5. Bidders should take into account the requirement to pay prevailing wage rates as attached, when figuring quotes for bid items. Historical data of past contracts indicates the following classes of service employees under the contract:
- |                              |             |            |
|------------------------------|-------------|------------|
| LABORER, GROUNDS MAINTENANCE | WG-03#11210 | (4 people) |
| TRACTOR OPERATOR             | WG-05#11330 | (2 people) |
| TRUCK DRIVER, MEDIUM TRUCK   | WG-07#31362 | (2 people) |
- H. SITE VISIT:** Bidders are urged to inspect the sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the sites constitute grounds for a claim after contract award. The Stockton Lake Project Office, U.S. Army Corps of Engineers, is located approximately 2.0 miles east of Stockton, Missouri. The telephone number to schedule a site visit is (417) 276-3113, point of contact Cindy Clark or Ron Hallack.
- I. CCR REGISTRATION:** Contractor is required to be CCR registered by time of contract award in order to receive the award. Registration is to be accomplished by accessing [www.ccr.gov](http://www.ccr.gov). By submission of a bid, the bidder acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award; during performance; and through final payment for any contract resulting from the solicitation.

Refer to FAR clause #252.204-7004. If not successfully registered in CCR by time of contract award, the bidder will be considered nonresponsible, and cannot receive the award.

**J. QUANTITIES:** The Government will not order quantities in excess of the maximum

quantities shown in this Scope of Work. For your information, the estimated number of mowings shown is based on past mowings at the project, and current needs. The Government is not required to order a minimum number of any services. Any contract resulting from this solicitation will be an Indefinite Delivery, Indefinite Quantity contract (IDIQ).

**K. CONTRACTOR TELEPHONE:** For the purpose of pre-award evaluation, persons submitting quotes must provide a telephone number at which they can be contacted. It shall be the responsibility of the quoter to notify the contract issuing office of any changes. Quotes from persons who cannot be contacted by telephone over a two-day period during normal office hours (8 a.m. through 4 p.m., C.S.T.) within the one-week period following quote closing shall be considered nonresponsive and shall be removed from further consideration, and other, responsive quotes, shall be considered. **FILL IN: QUOTER MAY BE CONTACTED AT (\_\_\_\_) \_\_\_\_-\_\_\_\_\_.**

**L. SUBCONTRACTING:** The Government will not award the contract to a bidder who intends to sub-contract the work to another party. It is our intent that a bidder be an integral part of the workforce throughout the entire performance period of the contract.

**M. LENGTH OF CONTRACT:** Award will be for a base period plus five (4) renewal options, plus five (5) award terms, for a maximum total contract length not exceeding ten (10) years, IF option(s) are exercised and award terms are awarded by the Government. Exercise of renewal options and award terms is at the discretion of the U.S. Army Corps of Engineers, not of the Contractor. There is no guarantee that any or all the renewal options or award terms will be exercised by the Government. The Contractor cannot withdraw from the contract or refuse renewal options of consecutive years at his or her discretion. Vendor's attention is directed to clause #52.217-5 wherein are procedures for EVALUATION OF OPTIONS. The Government will award a contract resulting from this solicitation to the responsible bidder whose bid conforms to the solicitation and will be most advantageous to the Government, cost and other related factors considered

**N. PREVIOUS AMOUNTS:** History of pricing for the MAXIMUM POSSIBLE mowing and trimming services for the past five years follows:

1999 .....	\$ 96,216	
2000 .....	\$ 96,216	
2001 .....	\$ 96,766	<i>(increased due to higher wage rates)</i>
2002 .....	\$105,612	<i>(increased due to greater area serviced)</i>
2003 .....	\$105,612	

NOTE: These amounts reflect the maximum number of orders that could possibly be placed under the past contract. Actual orders placed and amounts paid were less.

For technical inquiries, contact: Cindy Clark, Stockton Lake Project, (417) 276-3113 or  
[Cynthia.a.clark@usace.army.mil](mailto:Cynthia.a.clark@usace.army.mil)

For bidding questions, contact: Emma Nevins, Kansas City Office, (816) 983-3825 or  
[emma.j.nevins@usace.army.mil](mailto:emma.j.nevins@usace.army.mil)

## Section M - Evaluation Factors for Award

EVAL FACTORS**EVALUATION FACTORS**

This will be a BEST VALUE acquisition. Award will be made based on best value to the Government, and will not be made based on price alone, in accordance with FAR Part 52.212-2 “Evaluation – Commercial Items” (Jan 1999). The following evaluation factors will be considered:

- (a) Experience
- (b) Past Performance
- (c) Contractor Equipment
- (d) Contractor Manpower (Employees/Personnel)
- (e) Price

The evaluation factors of Experience, Past Performance, Equipment, and Manpower will weigh more heavily than Price in determining the best value to the Government.

In order to be considered, bidders must provide information on the evaluation factors using the attachments included in this solicitation. Bidders must provide proof of Experience using Attachment 1, “Statement of Experience”; and must provide information on Past Performance utilizing Attachment 2, “Past Performance Questionnaire.” Information on Equipment and Manpower must be provided in Attachments 3 and 4. Refer to the NOTICE TO BIDDERS, paragraph “C”, for instructions for providing this required information.

An evaluation will be completed for each responsive bid received by the due date and time in response to this solicitation. Selection of a Contractor will be determined following a thorough assessment of such bids. The assessment will involve a determination by the Government of the overall merit of each Contractor’s bid, recognizing that subjective judgment on the part of the Government is implicit in the entire process. An award will be made to the bid which is deemed responsible in accordance with FAR 9.1, and which conforms to this RFP and is determined to be the overall most advantageous to the Government, with price and other factors considered.