

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

1. REQUISITION NUMBER
W58XUW-4100-1894

PAGE 1 OF 68

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912DQ-04-R-0010	6. SOLICITATION ISSUE DATE 16-Apr-2004
7. FOR SOLICITATION INFORMATION CALL:	8. NAME EMMA J NEVINS		9. b. TELEPHONE NUMBER (No Collect Calls) 816-983-3825	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 21 Apr 2004
9. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG 601 E 12TH ST CT-C RM 757 KANSAS CITY MO 64106-2896		CODE W912DQ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY CODE
---	------	---------------------------------

17a. CONTRACTOR/ OFFEROR CODE	18a. PAYMENT WILL BE MADE BY CODE
TEL. FACILITY CODE	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
--	--

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT
---------------------------------------	------------------------

<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.	ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.	ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input checked="" type="checkbox"/>	29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	-------------------------------------	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31c. DATE SIGNED
--------------------------------------	--	------------------

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: . . . EMAIL:
---	------------------	---

32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
--	--	--------------------	---------------------------------

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
---	-----------	--	------------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
---	------------------------	------------------------	-------------

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (Print)
		42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION

Section SF 1449 - CONTINUATION SHEET

NOTICE TO VENDORS

A. Vendors must quote on all items and entire quantities contained in the basic contract period and all renewal options (if any) to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.

B. A contract will be awarded to the offeror who is deemed responsible in accordance with FAR 9.1, and whose offer conforms to this IFB and is determined to be the overall most advantageous to the Government, price and other factors considered (best value). The Government is more concerned with other factors than with making an award to the low offeror. Offers to this IFB will be evaluated using the factors listed below.

1. Evaluation Factors:

Factor 1 – Past Performance -- will be evaluated for the quality of services, timeliness of performance, and customer satisfaction on other contracts performed.

Factor 2 – Experience – Past experience with the Corps of Engineers and in areas related to the work required in this solicitation.

Factor 3 – Price

Factor 4 – Equipment

2. Relative Importance of Factors:

Past Performance and Experience is approximately equal to Price.

C. PROPOSAL SUBMITTAL REQUIREMENTS: Documentation must be submitted as part of your offer to evaluate the factors used to determine best value.

1. PAST PERFORMANCE:

a. You are to send the enclosed Cover Letter and Past Performance Questionnaire to three references which can verify your performance on work similar in nature and complexity of this requirement. Additional information related to Past Performance may be obtained from sources other than the Questionnaire. References should return the forms directly to the Government Point of Contact indicated on the Cover Letter within three days of receipt. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or other parties.

b. You are to submit the names, addresses, and telephone numbers of your three references in a cover letter with your offer.

2. PRICE/COST. Complete the pricing schedule on pages 4 through 26 of this IFB.

D. Vendor's attention is directed to E-Far 52.000.4013, wherein are procedures for correction of Arithmetic discrepancies.

E. VISA IMPAC cards can be used to pay individual invoices (up to \$25K). Do you accept the government (IMPAC) credit card for payment? Yes No.

F. This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by this contract. In the event that inundation materially affects the scope of work, the contractor shall be requested to submit a pricing proposal covering the unserviceable or affected portion of his 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." 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.

G. Bidders/Quoters should be aware that first collections (after facilities have been closed for a period of

time) and collections performed around holidays (when large crowds are present) may require more time and effort than services performed at other times.

II. Existing Wage Rates are attached.

I. SITE VISIT: Quoter are urged 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 reasonable obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Perry Lake Project Office, U. S. Army Corps of Engineers, is located at 10419 Perry Park Dr., Perry, Kansas 66073, Telephone number (785) 597-5144.

J. At times these areas receive heavy use. It will be necessary for the contractor to perform the work in close proximity to day-users and fishing equipment, therefore a site visit prior to bidding is highly recommended.

K. Successful quoter must be registered with Central Contractor Registration before contract award, during performance, and through final payment. For registration information call 1-888-227-2423.

L. The Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance shall be delivered to the Contracting Officer's Representative either at the post-award conference, or prior to starting work on the first day of the service period.

M. For the purpose of pre-award evaluation, persons submitting bids/quotes must provide a telephone number at which they can be contacted for a period of not less than one (1) week following the closing date of this solicitation. It shall be the responsibility of the quoter to notify the person designated on page A-1, Block 5B, of any changes. Bids/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 bid/quote closing will be considered nonresponsive and removed from further consideration, and the next bid/quote will be considered. BIDDER/QUOTER MAY BE CONTACTED AT (____)____-_____.

N. The MINIMUM BID ACCEPTANCE PERIOD IS 60 CALENDAR DAYS. Bidder/quoter not conforming to the minimum period will be determined non-responsive.

NON-PERSONAL SERVICES - Refuse Collection and Disposal at Perry Lake, Kansas, in accordance with the terms of this contract, for the time periods, areas as stated.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					

FY04 Base - Refuse OF-PE
 FFP
 FY04 REFUSE COLLECTION PERRY LAKE PROJECT.
 BASIC CONTRACT: Period of Performance 01 October 2003 thru 30
 September 2004. NAICS Code: 561730;

PURCHASE REQUEST NUMBER: W58XUW-4100-1894

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA					

Refuse Collection
 FFP
 Servicing Government furnished 32 gallon containers 2 days per week, for the
 1/2 month service period 01 October 2003 thru 15 October 2003.

*** DO NOT AWARD ***

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Refuse Collection FFP Servicing Government furnished 32 gallon containers 1 day per week, for the service period 16 October 2003 thru 15 April 2004.	6	Months		
*** DO NOT AWARD ***					

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Refuse Collection FFP Servicing Government furnished 32 gallon containers 2 days per week, for the 1/2 month service period 16 April 2004 thru 30 April 2004.	.50	Months		
*** DO NOT AWARD ***					

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Refuse Collection FFP Servicing Government furnished 32 gallon containers 3 days per week, for the service period 01 May 2004 thru 30 September 2004.	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 01 October 2003 thru 15 October 2003 (Slough Creek & Admin, Area). *** DO NOT AWARD ***	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Refuse Collection FFP	6	Months		

Servicing Contractor furnished dumpsters 1 day per week, for the service period 16 October 2003 thru 15 April 2004 (Admin Area).

*** DO NOT AWARD ***

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Refuse Collection FFP	.50	Months		

Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 16 April 2004 thru 30 April 2004 (Slough Creek & Admin Area).

*** DO NOT AWARD ***

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the service period 01 May 2004 thru 30 September 2004 (Slough Creek, Longview, Rock Creek, Old Military Trail, Old Town & Administration Area).	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	FY05 Renewal Option 1 FFP FY05 REFUSE COLLECTION PERRY LAKE PROJECT. BASIC CONTRACT: Period of Performance 01 October 2004 thru 30 September 2005. NAICS Code: 561730;				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		.50	Months		
OPTION	Refuse Collection FFP				
	Servicing Government furnished 32 gallon containers 2 days per week, for the 1/2 month service period 01 October 2004 thru 15 October 2004.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		6	Months		
OPTION	Refuse Collection FFP				
	Servicing Government furnished 32 gallon containers 1 day per week, for the service period 16 October 2004 thru 15 April 2005.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 2 days per week, for the 1/2 month service period 16 April 2005 thru 30 April 2005.	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 3 days per week, for the service period 01 May 2005 thru 30 September 2005.	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 01 October 2004 thru 15 October 2004 (Slough Creek & Admin, Area).	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 1 day per week, for the service period 16 October 2004 thru 15 April 2005 (Admin Area).	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 16 April 2005 thru 30 April 2005 (Slough Creek & Admin Area).	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the service period 01 May 2005 thru 30 September 2005 (Slough Creek, Longview, Rock Creek, Old Military Trail, Old Town & Administration Area).	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	FY06 Renewal Option 2 FFP FY06 REFUSE COLLECTION PERRY LAKE PROJECT. BASIC CONTRACT: Period of Performance 01 October 2005 thru 30 September 2006. NAICS Code: 561730;				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 2 days per week, for the 1/2 month service period 01 October 2005 thru 15 October 2005.	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 1 day per week, for the service period 16 October 2005 thru 15 April 2006.	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 2 days per week, for the 1/2 month service period 16 April 2006 thru 30 April 2006.	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 3 days per week, for the service period 01 May 2006 thru 30 September 2006.	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 01 October 2005 thru 15 October 2005 (Slough Creek & Admin, Area).	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 1 day per week, for the service period 16 October 2005 thru 15 April 2006 (Admin Area).	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 16 April 2006 thru 30 April 2006 (Slough Creek & Admin Area).	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the service period 01 May 2006 thru 30 September 2006 (Slough Creek, Longview, Rock Creek, Old Military Trail, Old Town & Administration Area).	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	FY07 Renewal Option 3 FFP FY07 REFUSE COLLECTION PERRY LAKE PROJECT. BASIC CONTRACT: Period of Performance 01 October 2006 thru 30 September 2007. NAICS Code: 561730;				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 2 days per week, for the 1/2 month service period 01 October 2006 thru 15 October 2006.	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 1 day per week, for the service period 16 October 2006 thru 15 April 2007.	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		.50	Months		
OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 2 days per week, for the 1/2 month service period 16 April 2007 thru 30 April 2007.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		5	Months		
OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 3 days per week, for the service period 01 May 2007 thru 30 September 2007.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 01 October 2006 thru 15 October 2006 (Slough Creek & Admin, Area).	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 1 day per week, for the service period 16 October 2006 thru 15 April 2007 (Admin Area).	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 16 April 2007 thru 30 April 2007 (Slough Creek & Admin Area).	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the service period 01 May 2007 thru 30 September 2007 (Slough Creek, Longview, Rock Creek, Old Military Trail, Old Town & Administration Area).	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FY08 Renewal Option 4 FFP FY08 REFUSE COLLECTION PERRY LAKE PROJECT. BASIC CONTRACT: Period of Performance 01 October 2007 thru 30 September 2008. NAICS Code: 561730;				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 2 days per week, for the 1/2 month service period 01 October 2007 thru 15 October 2007.	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Refuse Collection	6	Months		
OPTION	FFP				
	Servicing Government furnished 32 gallon containers 1 day per week, for the service period 16 October 2007 thru 15 April 2008.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Refuse Collection	.50	Months		
OPTION	FFP				
	Servicing Government furnished 32 gallon containers 2 days per week, for the 1/2 month service period 16 April 2008 thru 30 April 2008.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION	Refuse Collection FFP Servicing Government furnished 32 gallon containers 3 days per week, for the service period 01 May 2008 thru 30 September 2008.	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 01 October 2007 thru 15 October 2007 (Slough Creek & Admin, Area).	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 1 day per week, for the service period 16 October 2007 thru 15 April 2008 (Admin Area).	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the 1/2 month service period 16 April 2008 thru 30 April 2008 (Slough Creek & Admin Area).	.50	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH OPTION	Refuse Collection FFP Servicing Contractor furnished dumpsters 2 days per week, for the service period 01 May 2008 thru 30 September 2008 (Slough Creek, Longview, Rock Creek, Old Military Trail, Old Town & Administration Area).	5	Months		

NET AMT

FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	JAN 2004
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

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

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

(End of provision)

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

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

Past Performance
Experience
Price

Equipment

Past performance and experience, when combined, are significantly more important than cost or price. Equipment will be reviewed to show ability to perform the work.

(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)

52.212-3 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 a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(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.

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, 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)

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

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

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

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

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

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

(End of clause)

52.217-5 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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 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 September 30, 2008.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(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. 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, 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)

52.252-1 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

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

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)

NWK-00100-007 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL ,
EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End of Clause)

**PERFORMANCE WORK STATEMENT
REFUSE COLLECTION
PERRY LAKE PROJECT
PERRY, KS 66073**

- 1. SCOPE OF CONTRACT.** The Contractor shall provide all labor, equipment, and supplies necessary to perform the Refuse Collection at Perry Lake Project, Perry, Kansas; as defined in this Performance Work Statement. A map of Perry Lake can be found on the internet at:

http://www.nwk.usace.army.mil/Perry/Perry_home.htm

1.1. PRE-WORK CONFERENCE. After award, but prior to commencement of work, the Contractor shall contact the Project Manager to arrange a mutually agreeable time to meet at the Project Office for the purpose of discussing and developing a mutual understanding of the requirements and details of the work.

1.2. DOCUMENTS AND CORRESPONDENCE. After award, all documents and related correspondence shall be routed through the Contracting Officer's Representative (Kevin Henderson) at the Project Office.

1.3. REQUIRED INSURANCE. In accordance with FAR Clause 52.228-5 Insurance-Work on A Government Installation, the Contractor shall obtain and maintain during the period of performance under the contract the following kinds and minimum amounts of insurance:

Workmen's Compensation	Coverage complying with applicable State Statue.
Employer's Liability	Minimum amount \$100,000
General Liability Bodily Injury	Minimum amount of \$500,000 per occurrence
Automobile Liability	Minimum amount \$200,000 per person \$500,000 per occurrence

1.4. FLOOD CONTROL. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by this contract/purchase order. In the event that inundation materially affects the performance of work, the contractor will be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to contract can be negotiated. Payment for services not performed as a result of conditions stated above would be initially withheld until execution of an equitable adjustment can be made by contract modification.

1.5. DAILY WORKSHEETS. As each AREA of the work is accomplished, the Contractor's representative at the job, or his employee(s) performing the work, shall complete that portion of the Contractor's Daily Worksheet indicating the time the refuse collection was completed. Completed worksheets shall be signed and delivered daily, as directed by the Contracting Officer or his authorized representative. Contractor Daily Worksheet forms will be furnished by the Government.

1.6. CONTRACTOR PERSONNEL.

1.6.1. Appearance. All contractor personnel shall be fully clothed, at all times, while performing these services; and will present a neat, well groomed professional appearance while on duty.

1.6.2. Public Contact. All contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public.

1.6.3. **Responsible Individual.** In order to assure that the required services are performed in accordance with contract specifications, the Contractor shall designate, in writing, a responsible member of each work crew who shall serve as the contact for matters involving quality and performance or non-performance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent with full authority to act for, and on behalf of, the Contractor as necessary to insure that the work described herein is performed in accordance with these specifications. The Contractor shall furnish the above written designation to the Contracting Officer's Representative at the project no later than the first day of work.

1.7. QUALITY CONTROL.

1.7.1. **Contractor Quality Control.** The contractor is responsible for establishing and maintaining adequate quality control to ensure satisfactory performance of contract work in accordance with specifications. The government will inspect all work (periodically) to ensure the contractor's performance meets contract specifications.

1.7.2. The Contractor shall develop and maintain a Quality Control Program to insure all services are performed in accordance with commonly accepted commercial practices. The Contractor shall develop and implement procedures to identify and prevent defective services from recurring. The Contractor shall develop a plan of operation to include equipment, personnel, routes and approximate time + or - 30 minutes that the crew will complete each area being serviced. This plan shall be submitted to the COR within 15 days after the start date of the contract. The purpose of the schedule is to insure that quality assurance inspection by Government personnel is compatible with the Contractor's work schedule. Any proposed deviation from the approved schedule shall be submitted in writing to the Contracting Officer's Representative For approval prior to change.

1.7.3. Refuse Collection is directly related to public health and sanitation; therefore, it is essential that all refuse containers be serviced as specified. In the event that an area or containers within an area are missed or not properly serviced, the Contractor agrees to return and re-perform the missed or improperly performed services immediately upon receipt of such notice.

1.8. COMPLIANCE WITH LAWS & REGULATIONS. The Contractor shall comply with all Federal, State, and local laws, ordinances, statutes and regulations pertaining to the collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

1.9. LOST ITEMS. To assist the visiting public in reclaiming lost articles, all property left by visitors and found during the refuse collection operation shall be turned in to the project office. Any evidence of vandalism and instances where facilities are not operating properly or are in need of repair shall be reported to Project personnel.

1.10. SAFETY. All work will be performed in accordance with applicable safety requirements set forth on Corps of Engineers Manual EM-385-1-1, Safety and Health Requirements Manual and supplements thereto, copies of which are available at the Project Office. All equipment or materials not in conformity with the safety manual will be removed from Government property immediately.

1.11. PAYMENT.

1.11.1. **PAYMENT WILL NOT BE MADE FOR WORK NOT PERFORMED.**

1.11.2. **Invoice.** Payment will be made, monthly, by the Disbursing Officer, U.S. Army Engineer District, Millington, Tenn., in accordance with the Prompt Payment Act (Public Law 100-496). Under the terms of this contract, invoices are to be submitted monthly to the U.S. Army Corps of Engineers, Perry Lake Project Office, 10419 Perry Park Drive, Perry, Kansas 66073.

1.12. PERFORMANCE. If it becomes apparent to the Government during the Contractor's performance that the required services may not be completed within the time-frames required herein, the Contracting Officer may require the Contractor to provide additional labor and equipment at no additional cost to the Government. Such direction will be issued to insure that required services will be completed within the timeframes specified.

2. DEFINITIONS

2.1. GENERAL DEFINITIONS.

2.1.1. Contracting Officer. The person executing this contract on behalf of the Government.

2.1.2. COR. Contracting Officers Representative, is the person authorized, in writing by the Contracting Officer to act within the limits of his authority.

2.1.3. Contractor. The company structure, including all partners, officers, and employees with interest in this contract.

2.1.4. CDR. The Contract Deficiency Report is a written record of unsatisfactory performance by the contractor, as observed by the Inspector, issued to the Contractor when the number of deficiencies exceeds the acceptable quality level.

2.1.5. Defect. A service output that does not meet the standard of performance specified in the contract for that service.

2.1.6. Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the performance requirement summary and the Inspection of Services Clause.

2.1.7. Quality Assurance. Inspection actions taken by the Government to insure a quality service is being provided according to contract requirements.

2.1.8. Quality Control. Those actions taken by a Contractor to control the production of output to ensure that they conform to the contract requirements.

2.1.9. Unacceptable Conditions. Conditions that do not conform to the quality standards.

2.2 TECHNICAL DEFINITIONS.

2.1.9. Clean. The removal of all foreign matter (ie., dirt, dust, debris, cobwebs, etc.)

2.1.10. Daily. Refers to each and every scheduled service day.

2.1.11. Immediate Vicinity. Within a 20 foot radius of each refuse container.

2.1.12. Un-slightly accumulation. Any refuse that can be observed from the roadway.

2.1.13. Professional. Conforming to the technical and ethical standards of a profession. Displaying the conduct, appearance, and qualities that characterize or mark a profession. Possessing skill, experience and competence in a profession.

2.1.14. Fully Clothed. "Fully clothed" shall be deemed to mean that a shirt (or T-shirt), trousers and shoes shall be worn at all times.

3. GOVERNMENT-FURNISHED EQUIPMENT, MATERIALS AND SUPPLIES.

3.1. Government-Furnished Property. The Government will furnish to the Contractor the following identified property to be used in performing the contract.

Lock key 0464	1
Lock key 3753	1
Lock key 2001	1
32 gallon cans and lids	

3.2. Consumable Items. The following consumable items will be furnished to the Contractor by the Government. The Government will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

Contractor Daily Worksheets.

4. CONTRACTOR-FURNISHED EQUIPMENT, MATERIALS AND SUPPLIES.

4.1. Contractor Furnished-Property. The Contractor will furnish the following property to be used in performing the contract.

All manpower necessary to accomplish the required work.

Dumpsters as stated in the technical section.

The Contractor shall furnish a single axle truck having a gross weight less than 10,000 lbs. or a dual axle truck having a gross weight less than 30,000 lbs. suitably equipped to empty the required dumpsters and constructed so as to prevent the scattering of refuse along the route.

The Contractor shall furnish to the Project Manager, a telephone number attended during normal business hours (8 a.m. - 4:30 p.m. CST) to which calls concerning performance or other contractual matters can be placed.

4.2. Consumable Items. The following consumable items will be furnished by the Contractor.

Plastic trash bags for 32 gallon trash containers.

Detergent, disinfectant, etc. for cleaning refuse containers and equipment.

4.3. 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 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. The Contractor shall notify the Project Manager within 8 hours of any such equipment failure and provide his alternate plan for collection of refuse during the repair period. Backup equipment need not be of the same type, nor meet the same requirement of the primary equipment, except as pertains to the scattering of refuse along the route. Such equipment may be utilized only to accomplish the specified work of the contract while primary equipment is being repaired.

5. SPECIFIC TASKS.

5.1. Refuse collection services specified shall be performed on those days stated in Technical Exhibit I – Frequency Schedule.

5.2. All refuse containers shall be emptied, and all refuse shall be picked up from the immediate vicinity (20 feet) of the refuse containers. In addition, the Contractor shall pick up obvious and unsightly accumulations of refuse on or alongside all park area roadways. Any spillage of refuse, in the course of the handling operation, shall be cleaned up immediately by the Contractor. Refuse containers, when emptied, shall be returned to their original position, a new plastic bag installed in the container (except dumpsters), and the cover reinstalled. Refuse containers that have been

moved by visitors shall be emptied and returned to their proper location. NOTE: Contractor will not be required to empty containers located inside vault and flush toilets, shower buildings, change houses, and comfort stations.

5.3. All refuse from dumpsters and refuse containers shall be transported and disposed of by the Contractor off Government property at a State approved sanitary landfill or disposal point. All cost in connection with this work shall be borne by the Contractor.

5.4. When odor becomes prevalent in refuse containers, the Contractor shall wash and disinfect such containers with soap, water and an appropriate disinfectant until the containers are clean and free of odor.

5.5. Equipment used for hauling refuse shall be thoroughly washed, cleaned and disinfected as necessary, to keep it free of residue and odor and to present a clean appearance.

5.6.

5.6. Contractor-furnished dumpsters shall be delivered and placed in park areas at locations designated by the Project Manager, and shall be maintained in good repair and appearance. Prior to delivery, all dumpsters shall be freshly painted a medium brown color or as approved by the Project Manager. Damaged or unsightly dumpsters shall be removed and replaced with like units in good repair. All contractor-furnished dumpsters shall be so constructed and equipped as to prevent accidental tip-over by the public.

5.7. In the event of a dispute relating to the need for the cleaning of equipment and/or dumpsters/receptacles, the Contracting Officer's decision shall represent a final decision.

5.8. During the winter season, the Contractor shall contact the Project Manager any time ice or snow conditions are present on a day when refuse collection is scheduled, to determine if project roads are passable. If roads are impassable, the Contracting Officer or his authorized representative may authorize collection on an alternate day, when road conditions have improved. Payment will not be made for services prevented by hazardous road conditions unless an alternate collection date can be arranged.

TECHNICAL EXHIBIT 1 FREQUENCY SCHEDULE

1. EFFECTIVE DATE OF THIS INSTRUMENT

a. This Contract shall be in effect 01 October (or date of award, if later) and shall remain in full force and effect through 30 September.

b. Effective dates for full-year renewal options (if exercised) shall be from 01 October through 30 September of the following year.

2. PERIOD OF REQUIRED SERVICES

a. Service shall begin between 7:00 a.m. and 8:00 a.m., and shall progress in a continuous operation until completed. Service shall be completed by 7:00 p.m.

b. All 32 gallon containers shall be serviced as follows
01 October through 15 October - Twice weekly, on Monday and Saturday.

16 October through 15 April - Once weekly, on Monday.

16 April through 30 April - Twice weekly, on Monday and Saturday.

01 May through 30 September - Once daily, on Monday, Thursday and Saturday.

All Dumpsters shall be serviced as follows:

Slough Creek

01 October through 15 October - Twice weekly, on Monday and Saturday.

16 October through 15 April - No Service.

16 April through 30 September - Twice weekly, on Monday and Saturday.

Rock Creek, Old Town, Old Military Trail & Longview

01 October through 30 April - No Service.

01 May through 30 September - Twice weekly, on Monday and Saturday.

Administration Area

16 April through 15 October - Twice weekly, on Monday and Saturday.

16 October through 15 April - Once weekly, on Monday.

Due to Holiday weekends and special events additional service will be required once daily on the following dates:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
MAY		31	30	29	27
JUNE	1				
JULY	4	3&5	2&5	4	
SEPTEMBER	7	6	5	4	2

TECHNICAL EXHIBIT 2

The areas subject to refuse collection under this procurement, and the approximate number of receptacles to be serviced are as follows:

Area	Approximate No. of Receptacles			
	2 c.y.*	4 c.y.*	6 c.y.*	32 gal.#
Administration Area			1	10
Perry PUA				26
Slough Creek PUA	2	4	3	21
Longview PUA	2	1		10
Old Town PUA		2		10
Rock Creek PUA		4		30
Thompsonville PUA				10
Outlet PUA				25
Miscellaneous Cans				10
TOTAL	4	11	4	152

The total number of refuse containers shall be subject to a variation at no change in contract price, as follows:

Dumpsters± 2 - 4 cubic yard containers

32 gallon containers± 10 containers

* Contractor Furnished

Government Furnished

**TECHNICAL EXHIBIT 3
PERFORMANCE REQUIREMENTS SUMMARY**

Required Service	Standard	Performance Requirement	Method of Surveillance
Refuse Collection	Refuse Collection in Accordance with Section 5 and Technical Exhibits 1 & 2	95% Compliance	Periodic Inspection and Visitor Complaint

WAGE RATES

94-2307 MO, KANSAS CITY

09/09/03

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2307
Director	Wage Determinations	Revision No.: 26
		Date Of Last Revision: 08/29/2003

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte
 Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.46
01012 - Accounting Clerk II	11.70
01013 - Accounting Clerk III	13.47
01014 - Accounting Clerk IV	16.15
01030 - Court Reporter	13.76
01050 - Dispatcher, Motor Vehicle	15.83
01060 - Document Preparation Clerk	9.23
01070 - Messenger (Courier)	9.23
01090 - Duplicating Machine Operator	11.29
01110 - Film/Tape Librarian	11.02
01115 - General Clerk I	9.72
01116 - General Clerk II	11.51
01117 - General Clerk III	13.36
01118 - General Clerk IV	15.79
01120 - Housing Referral Assistant	17.64
01131 - Key Entry Operator I	10.26
01132 - Key Entry Operator II	12.85
01191 - Order Clerk I	10.72
01192 - Order Clerk II	13.70
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.48
01263 - Personnel Assistant (Employment) III	16.09
01264 - Personnel Assistant (Employment) IV	17.50
01270 - Production Control Clerk	16.11
01290 - Rental Clerk	12.36
01300 - Scheduler, Maintenance	12.92
01311 - Secretary I	12.92
01312 - Secretary II	15.11
01313 - Secretary III	17.64
01314 - Secretary IV	20.94
01315 - Secretary V	23.57
01320 - Service Order Dispatcher	21.18
01341 - Stenographer I	11.18
01342 - Stenographer II	12.77
01400 - Supply Technician	20.94
01420 - Survey Worker (Interviewer)	13.76
01460 - Switchboard Operator-Receptionist	10.85

01510 - Test Examiner	15.11
01520 - Test Proctor	15.11
01531 - Travel Clerk I	10.29
01532 - Travel Clerk II	11.12
01533 - Travel Clerk III	11.94
01611 - Word Processor I	11.80
01612 - Word Processor II	14.43
01613 - Word Processor III	15.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.89
03041 - Computer Operator I	13.86
03042 - Computer Operator II	14.88
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	22.85
03045 - Computer Operator V	23.87
03071 - Computer Programmer I (I)	18.58
03072 - Computer Programmer II (I)	23.82
03073 - Computer Programmer III (I)	27.62
03074 - Computer Programmer IV (I)	27.62
03101 - Computer Systems Analyst I (I)	23.66
03102 - Computer Systems Analyst II (I)	27.62
03103 - Computer Systems Analyst III (I)	27.62
03160 - Peripheral Equipment Operator	13.86
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	20.03
05010 - Automotive Glass Installer	18.59
05040 - Automotive Worker	18.59
05070 - Electrician, Automotive	19.32
05100 - Mobile Equipment Servicer	16.51
05130 - Motor Equipment Metal Mechanic	20.03
05160 - Motor Equipment Metal Worker	18.59
05190 - Motor Vehicle Mechanic	20.03
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	17.54
05280 - Motor Vehicle Wrecker	18.59
05310 - Painter, Automotive	19.32
05340 - Radiator Repair Specialist	18.59
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	20.03
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.54
07010 - Baker	12.00
07041 - Cook I	10.01
07042 - Cook II	11.28
07070 - Dishwasher	7.51
07130 - Meat Cutter	13.71
07250 - Waiter/Waitress	8.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	19.30
09040 - Furniture Handler	14.32
09070 - Furniture Refinisher	19.30
09100 - Furniture Refinisher Helper	15.46
09110 - Furniture Repairer, Minor	17.52
09130 - Upholsterer	19.30
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.73
11060 - Elevator Operator	10.79
11090 - Gardener	12.85
11121 - House Keeping Aid I	7.73
11122 - House Keeping Aid II	9.70
11150 - Janitor	10.28
11210 - Laborer, Grounds Maintenance	10.71
11240 - Maid or Houseman	7.70
11270 - Pest Controller	12.90
11300 - Refuse Collector	10.32
11330 - Tractor Operator	12.33
11360 - Window Cleaner	11.12

12000 - Health Occupations	
12020 - Dental Assistant	13.31
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.08
12071 - Licensed Practical Nurse I	12.05
12072 - Licensed Practical Nurse II	13.57
12073 - Licensed Practical Nurse III	15.16
12100 - Medical Assistant	12.17
12130 - Medical Laboratory Technician	13.20
12160 - Medical Record Clerk	12.44
12190 - Medical Record Technician	13.62
12221 - Nursing Assistant I	8.76
12222 - Nursing Assistant II	9.86
12223 - Nursing Assistant III	10.75
12224 - Nursing Assistant IV	12.07
12250 - Pharmacy Technician	12.26
12280 - Phlebotomist	11.21
12311 - Registered Nurse I	18.41
12312 - Registered Nurse II	23.45
12313 - Registered Nurse II, Specialist	23.45
12314 - Registered Nurse III	29.73
12315 - Registered Nurse III, Anesthetist	29.73
12316 - Registered Nurse IV	34.11
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.42
13011 - Exhibits Specialist I	19.46
13012 - Exhibits Specialist II	22.88
13013 - Exhibits Specialist III	27.22
13041 - Illustrator I	16.95
13042 - Illustrator II	19.75
13043 - Illustrator III	23.50
13047 - Librarian	24.81
13050 - Library Technician	12.89
13071 - Photographer I	12.28
13072 - Photographer II	15.79
13073 - Photographer III	17.01
13074 - Photographer IV	20.79
13075 - Photographer V	25.17
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.49
15030 - Counter Attendant	7.49
15040 - Dry Cleaner	9.67
15070 - Finisher, Flatwork, Machine	7.49
15090 - Presser, Hand	7.49
15100 - Presser, Machine, Drycleaning	7.49
15130 - Presser, Machine, Shirts	7.49
15160 - Presser, Machine, Wearing Apparel, Laundry	7.49
15190 - Sewing Machine Operator	10.39
15220 - Tailor	11.10
15250 - Washer, Machine	8.24
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.30
19040 - Tool and Die Maker	26.12
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.50
21020 - Material Coordinator	19.16
21030 - Material Expediter	19.16
21040 - Material Handling Laborer	14.72
21050 - Order Filler	12.29
21071 - Forklift Operator	13.86
21090 - Production Line Worker (Food Processing)	15.32
21100 - Shipping/Receiving Clerk	11.69
21130 - Shipping Packer	11.69
21140 - Store Worker I	14.89
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	10.86
21210 - Tools and Parts Attendant	15.32
21400 - Warehouse Specialist	15.32
23000 - Mechanics and Maintenance and Repair Occupations	

23010	- Aircraft Mechanic	19.43
23040	- Aircraft Mechanic Helper	15.01
23050	- Aircraft Quality Control Inspector	20.07
23060	- Aircraft Servicer	17.01
23070	- Aircraft Worker	18.03
23100	- Appliance Mechanic	19.30
23120	- Bicycle Repairer	15.18
23125	- Cable Splicer	24.24
23130	- Carpenter, Maintenance	20.30
23140	- Carpet Layer	19.15
23160	- Electrician, Maintenance	23.00
23181	- Electronics Technician, Maintenance I	19.21
23182	- Electronics Technician, Maintenance II	26.65
23183	- Electronics Technician, Maintenance III	27.20
23260	- Fabric Worker	17.52
23290	- Fire Alarm System Mechanic	20.01
23310	- Fire Extinguisher Repairer	16.50
23340	- Fuel Distribution System Mechanic	20.01
23370	- General Maintenance Worker	18.57
23400	- Heating, Refrigeration and Air Conditioning Mechanic	20.01
23430	- Heavy Equipment Mechanic	20.01
23440	- Heavy Equipment Operator	20.16
23460	- Instrument Mechanic	20.01
23470	- Laborer	10.25
23500	- Locksmith	19.30
23530	- Machinery Maintenance Mechanic	20.49
23550	- Machinist, Maintenance	20.01
23580	- Maintenance Trades Helper	15.46
23640	- Millwright	22.68
23700	- Office Appliance Repairer	19.30
23740	- Painter, Aircraft	20.77
23760	- Painter, Maintenance	19.30
23790	- Pipefitter, Maintenance	27.22
23800	- Plumber, Maintenance	22.10
23820	- Pneudraulic Systems Mechanic	20.01
23850	- Rigger	20.01
23870	- Scale Mechanic	18.57
23890	- Sheet-Metal Worker, Maintenance	23.12
23910	- Small Engine Mechanic	18.57
23930	- Telecommunication Mechanic I	20.92
23931	- Telecommunication Mechanic II	21.59
23950	- Telephone Lineman	20.92
23960	- Welder, Combination, Maintenance	20.01
23965	- Well Driller	20.01
23970	- Woodcraft Worker	20.01
23980	- Woodworker	16.50
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	8.56
24580	- Child Care Center Clerk	12.08
24600	- Chore Aid	8.40
24630	- Homemaker	13.70
25000	- Plant and System Operation Occupations	
25010	- Boiler Tender	19.51
25040	- Sewage Plant Operator	19.36
25070	- Stationary Engineer	20.93
25190	- Ventilation Equipment Tender	15.46
25210	- Water Treatment Plant Operator	19.30
27000	- Protective Service Occupations	
(not set)	- Police Officer	19.85
27004	- Alarm Monitor	14.17
27006	- Corrections Officer	17.29
27010	- Court Security Officer	19.24
27040	- Detention Officer	17.29
27070	- Firefighter	17.32
27101	- Guard I	10.21
27102	- Guard II	16.62
28000	- Stevedoring/Longshoremen Occupations	

28010 - Blocker and Bracer	21.17
28020 - Hatch Tender	18.40
28030 - Line Handler	18.40
28040 - Stevedore I	17.38
28050 - Stevedore II	19.13
29000 - Technical Occupations	
21150 - Graphic Artist	23.00
29010 - Air Traffic Control Specialist, Center (2)	29.53
29011 - Air Traffic Control Specialist, Station (2)	20.36
29012 - Air Traffic Control Specialist, Terminal (2)	22.42
29023 - Archeological Technician I	13.06
29024 - Archeological Technician II	14.60
29025 - Archeological Technician III	18.09
29030 - Cartographic Technician	22.95
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.92
29040 - Civil Engineering Technician	19.26
29061 - Drafter I	14.52
29062 - Drafter II	15.70
29063 - Drafter III	19.48
29064 - Drafter IV	22.71
29081 - Engineering Technician I	15.54
29082 - Engineering Technician II	19.08
29083 - Engineering Technician III	21.95
29084 - Engineering Technician IV	24.41
29085 - Engineering Technician V	29.54
29086 - Engineering Technician VI	32.73
29090 - Environmental Technician	20.48
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	22.12
29210 - Laboratory Technician	17.64
29240 - Mathematical Technician	19.26
29361 - Paralegal/Legal Assistant I	13.46
29362 - Paralegal/Legal Assistant II	17.52
29363 - Paralegal/Legal Assistant III	21.42
29364 - Paralegal/Legal Assistant IV	25.92
29390 - Photooptics Technician	18.62
29480 - Technical Writer	21.98
29491 - Unexploded Ordnance (UXO) Technician I	18.77
29492 - Unexploded Ordnance (UXO) Technician II	22.70
29493 - Unexploded Ordnance (UXO) Technician III	31.11
29494 - Unexploded (UXO) Safety Escort	18.77
29495 - Unexploded (UXO) Sweep Personnel	18.77
29620 - Weather Observer, Senior (3)	21.07
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.29
29622 - Weather Observer, Upper Air (3)	17.29
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.03
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.04
31300 - Taxi Driver	10.65
31361 - Truckdriver, Light Truck	13.04
31362 - Truckdriver, Medium Truck	17.49
31363 - Truckdriver, Heavy Truck	17.81
31364 - Truckdriver, Tractor-Trailer	17.81
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.65
99030 - Cashier	7.59
99041 - Carnival Equipment Operator	10.65
99042 - Carnival Equipment Repairer	11.36
99043 - Carnival Worker	8.61
99050 - Desk Clerk	8.95
99095 - Embalmer	18.77
99300 - Lifeguard	9.86
99310 - Mortician	18.77
99350 - Park Attendant (Aide)	12.38
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.65
99500 - Recreation Specialist	13.26

99510 - Recycling Worker	12.89
99610 - Sales Clerk	9.93
99620 - School Crossing Guard (Crosswalk Attendant)	8.68
99630 - Sport Official	9.25
99658 - Survey Party Chief (Chief of Party)	17.09
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.55
99660 - Surveying Aide	10.63
99690 - Swimming Pool Operator	14.59
99720 - Vending Machine Attendant	12.13
99730 - Vending Machine Repairer	14.59
99740 - Vending Machine Repairer Helper	12.13

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each

proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

STATEMENT OF EXPERIENCE

STATEMENT OF WORK EXPERIENCE

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

STATEMENT OF WORK EXPERIENCE

Experience No. 1

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties:

Experience No. 2

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties:

Experience No. 3

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties:

PAST PERFORMANCE QUESTIONNAIRE

COVER LETTER

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

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

**RE: Past Performance Questionnaire
Solicitation for Refuse Collection Services
Perry Lake Project, Kansas**

The U.S. Army Corps of Engineers is soliciting refuse collection services for Perry Lake Project, Kansas. 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:

Attn: Emma Nevins Fax #(816) 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
REFUSE COLLECTION SERVICES
PERRY LAKE PROJECT, KANSAS**

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
- _____ Unsatisfactory

Comments:

B. Timeliness of Performance:

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

- _____ Yes
- _____ No

Comments:

C. Customer Satisfaction:

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

- _____ Extremely Satisfied

- Satisfied
- Partially Satisfied
- Dissatisfied

Comments:

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

- Extremely Satisfied
- Satisfied
- Partially Satisfied
- Dissatisfied

Would you hire this contractor again?

- Yes
- No

Comments:

COMPANY NAME: _____ ADDRESS: _____

YOUR NAME: _____

TELEPHONE: _____ E-MAIL: _____

