

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

1. REQUISITION NUMBER  
W58XUW-4100-1877

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-R-0012		6. SOLICITATION ISSUE DATE 16-Apr-2004			
7. FOR SOLICITATION INFORMATION CALL		a. NAME EMMA J NEVINS		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  TEL: 816-983-3836 FAX: 816-426-5777		CODE W912DQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 7342 SIZE STANDARD: \$6.0 million		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		12. DISCOUNT TERMS			
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY		CODE					
17a. CONTRACTOR/ OFFEROR  TEL.		CODE		18a. PAYMENT WILL BE MADE BY		CODE					
FACILITY CODE											
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>									
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>1</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.				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					

## Section SF 30 - BLOCK 14 CONTINUATION PAGE

## 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 purchase order will be awarded to the offeror who is deemed responsible in accordance with FAR 9.1, and whose offer conforms to this RFP 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 RFP 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 – Application License +/-

Factor 5 – Proof of Insurance

2. Relative Importance of Factors:

Past Performance and Experience are of approximately equal value. Price/Cost, while important, will not be scored but will be evaluated for reasonableness and will be a consideration in the final selection decision.

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 23 of this RFP.

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. Existing Wage Rates are attached.

H. 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.

I. 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.**

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY04 Basic Contract OF-PE FFP FY04 Basic Contract - Vegetative Management Services. Period of Performance 01 May 2004 through 30 September 2004. PURCHASE REQUEST NUMBER: W58XUW-4100-1877				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Guardrails FFP Guardrails: Apply a mixture of Round-up Plus Pendulum Herbicide, as ordered. Period of Performance 01 May 2004 through 30 September 2004.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Relief Well Connector Ditch FFP Relief Well Connector Ditch: Apply Rodeo Herbicide as ordered. Period of Performance 01 May 2004 through 30 September 2004.	3	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Parking Lots, Picnic & Camp Pads FFP Parking Lots, Picnic & Camp Pads: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 May 2004 through 30 September 2004.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Dam, Spillway, Dike & Breakwater FFP Dam, Spillway, Dike & Breakwater: Apply Crossbow Herbicide as ordered. Period of Performance 01 May 2004 through 30 September 2004.	1	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Permanent Structures FFP Permanent Structures: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 May 2004 through 30 September 2004.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Miscellaneous Rip Rap Areas FFP Miscellaneous Rip Rap Areas: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 May 2004 through 30 September 2004.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Asphalt Parking Areas FFP Asphalt Parking Areas: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 May 2004 through 30 September 2004.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Dam Drainage System FFP Dam Drainage System: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 May 2004 through 30 September 2004.	3	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Tree/Shrub Maintenance FFP Tree/Shrub Maintenance: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 May 2004 through 30 September 2004.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FY05 Basic Contract OF-PE				
OPTION	FFP				
	FY05 Basic Contract - Vegetative Management Services.				
	Performance Period 01 April 2005 through 30 September 2005.				
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Guardrails	2	Treatments		
OPTION	FFP				
	Guardrails: Apply a mixture of Round-up Plus Pendulum Herbicide, as ordered.				
	Performance Period 01 April 2005 through 30 September 2005.				
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		3	Treatments		
OPTION	Relief Well Connector Ditch FFP Relief Well Connector Ditch: Apply Rodco Herbicide as ordered. Performance Period 01 April 2005 through 30 September 2005.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		2	Treatments		
OPTION	Parking Lots, Picnic & Camp Pads FFP Parking Lots, Picnic & Camp Pads: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Performance Period 01 April 2005 through 30 September 2005.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		1	Treatments		
OPTION	Dam, Spillway, Dike & Breakwater FFP Dam, Spillway, Dike & Breakwater: Apply Crossbow Herbicide as ordered. Performance Period 01 April 2005 through 30 September 2005.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	Permanent Structures FFP Permanent Structures: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Performance Period 01 April 2005 through 30 September 2005.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	Miscellaneous Rip Rap Areas FFP Miscellaneous Rip Rap Areas: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Performance Period 01 April 2005 through 30 September 2005.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	Asphalt Parking Areas FFP Asphalt Parking Areas: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Performance Period 01 April 2005 through 30 September 2005.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	Dam Drainage System FFP Dam Drainage System: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Performance Period 01 April 2005 through 30 September 2005.	3	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ OPTION	Tree/Shrub Maintenance FFP Tree/Shrub Maintenance: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Performance Period 01 April 2005 through 30 September 2005.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
OPTION	FY06 Basic Contract OF-PE FFP FY06 Basic Contract - Vegetative Management Services. Period of Performance 01 April 2006 through 30 September 2006.				

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		2	Treatments		
OPTION	Guardrails FFP Guardrails: Apply a mixture of Round-up Plus Pendulum Herbicide, as ordered. Period of Performance 01 April 2006 through 30 September 2006.				

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		3	Treatments		
OPTION	Relief Well Connector Ditch FFP Relief Well Connector Ditch: Apply Rodeo Herbicide as ordered. Period of Performance 01 April 2006 through 30 September 2006.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		2	Treatments		
OPTION	Parking Lots, Picnic & Camp Pads FFP Parking Lots, Picnic & Camp Pads: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2006 through 30 September 2006.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		1	Treatments		
OPTION	Dam, Spillway, Dike & Breakwater FFP Dam, Spillway, Dike & Breakwater: Apply Crossbow Herbicide as ordered. Period of Performance 01 April 2006 through 30 September 2006.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE OPTION	Permanent Structures FFP Permanent Structures: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2006 through 30 September 2006.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF OPTION	Miscellaneous Rip Rap Areas FFP Miscellaneous Rip Rap Areas: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2006 through 30 September 2006.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG OPTION	Asphalt Parking Areas FFP Asphalt Parking Areas: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2006 through 30 September 2006.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	Dam Drainage System FFP Dam Drainage System: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2006 through 30 September 2006.	3	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ OPTION	Tree/Shrub Maintenance FFP Tree/Shrub Maintenance: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2006 through 30 September 2006.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	FY07 Basic Contract OF-PE FFP FY06 Basic Contract - Vegetative Management Services. Period of Performance 01 April 2007 through 30 September 2007.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Guardrails FFP Guardrails: Apply a mixture of Round-up Plus Pendulum Herbicide, as ordered. Period of Performance 01 April 2007 through 30 September 2007.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		3	Treatments		
OPTION	Relief Well Connector Ditch FFP Relief Well Connector Ditch: Apply Rodeo Herbicide as ordered. Period of Performance 01 April 2007 through 30 September 2007.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		2	Treatments		
OPTION	Parking Lots, Picnic & Camp Pads FFP Parking Lots, Picnic & Camp Pads: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2007 through 30 September 2007.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		1	Treatments		
OPTION	Dam, Spillway, Dike & Breakwater FFP Dam, Spillway, Dike & Breakwater: Apply Crossbow Herbicide as ordered. Period of Performance 01 April 2007 through 30 September 2007.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	Permanent Structures FFP Permanent Structures: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2007 through 30 September 2007.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION	Miscellaneous Rip Rap Areas FFP Miscellaneous Rip Rap Areas: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2007 through 30 September 2007.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	Asphalt Parking Areas FFP Asphalt Parking Areas: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2007 through 30 September 2007.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	Dam Drainage System FFP Dam Drainage System: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2007 through 30 September 2007.	3	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ OPTION	Tree/Shrub Maintenance FFP Tree/Shrub Maintenance: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2007 through 30 September 2007.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FY08 Basic Contract OF-PE FFP FY06 Basic Contract - Vegetative Management Services. Period of Performance 01 April 2008 through 30 September 2008.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	Guardrails FFP Guardrails: Apply a mixture of Round-up Plus Pendulum Herbicide, as ordered. Period of Performance 01 April 2008 through 30 September 2008.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		3	Treatments		
OPTION	Relief Well Connector Ditch FFP Relief Well Connector Ditch: Apply Rodeo Herbicide as ordered. Period of Performance 01 April 2008 through 30 September 2008.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		2	Treatments		
OPTION	Parking Lots, Picnic & Camp Pads FFP Parking Lots, Picnic & Camp Pads: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2008 through 30 September 2008.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD		1	Treatments		
OPTION	Dam, Spillway, Dike & Breakwater FFP Dam, Spillway, Dike & Breakwater: Apply Crossbow Herbicide as ordered. Period of Performance 01 April 2008 through 30 September 2008.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	Permanent Structures FFP Permanent Structures: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2008 through 30 September 2008.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF OPTION	Miscellaneous Rip Rap Areas FFP Miscellaneous Rip Rap Areas: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2008 through 30 September 2008.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG OPTION	Asphalt Parking Areas FFP Asphalt Parking Areas: Apply a mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2008 through 30 September 2008.	2	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH OPTION	Dam Drainage System FFP Dam Drainage System: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2008 through 30 September 2008.	3	Treatments		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ OPTION	Tree/Shrub Maintenance FFP Tree/Shrub Maintenance: Apply a Mixture of Round-up Plus Pendulum Herbicide as ordered. Period of Performance 01 April 2008 through 30 September 2008.	2	Treatments		

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NET AMT

FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.237-1	Site Visit	APR 1984
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

52.212-2 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, APPLICATION LICENSES/PASS OR FAIL AND PROOF OF INSURANCE/ PASS OR FAIL.

Experience and past performance, when combined, are equal in value, price while important, is worth less than those combined and will be evaluated for reasonableness in price.

(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:

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(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.  
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(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.  
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Country of Origin  
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(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 it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

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

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

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

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

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

\_\_\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

- ..... (ii) Alternate I (OCT 2001) of 52.219-9.
- ..... (iii) Alternate II (OCT 2001) of 52.219-9.
- ..... (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ..... (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ..... (ii) Alternate I (JUNE 2003) of 52.219-23.
- ..XX... (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ..XX... (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ..XX... (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ..XX... (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- ..XX... (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ..XX... (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ..... (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ..... (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ..... (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ..... (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ..... (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ..... (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ..... (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ..... (ii) Alternate I (JAN 2004) of 52.225-3.
- ..... (iii) Alternate II (JAN 2004) of 52.225-3.
- ..... (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ..... (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ..... (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

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

\_\_\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

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

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

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

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

\_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April through 30 September .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.217-5 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 4 years.

(End of clause)

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

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

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

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

request.

(End of clause)

#### 52.232-18 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)

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

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

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

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

(End of provision)

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

“Registered in the CCR database” means that--

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR

record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

**VEGETATIVE MANAGEMENT****PERRY LAKE PROJECT****PERRY, KS 66073**

- 1. SCOPE OF WORK.** The Contractor shall provide all labor, equipment, materials and supplies necessary to accomplish vegetative management services at Perry Lake Project, near Perry, Kansas, as specified here in-after. A map of Perry Lake can be found on the internet at:

[http://www.nwk.usace.army.mil/Perry/Perry\\_home.htm](http://www.nwk.usace.army.mil/Perry/Perry_home.htm)

**1.1. PREWORK 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 for the work.

**1.2. DOCUMENTS AND CORRESPONDENCE.** After award, all documents and related correspondence shall be routed through the Contracting Officer's Representative, 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. CONTRACTOR PERSONNEL.**

**1.5.1. 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.

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

**1.5.3. 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.

**1.6. PESTICIDE APPLICATION WORKSHEETS.** The Contractor (or his authorized representative) shall complete Government-furnished pesticide application worksheets indicating amount and type of work accomplished, chemicals used, and other pertinent information. Completed and signed worksheets shall be delivered as directed by the COR.

### **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, and routes for each area being serviced. This plan shall be submitted to the COR prior to the start of each application. The purpose of this plan 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. In the event that an area is missed, or is not serviced as specified, the Contractor agrees to return and re-perform the unsatisfactory or missed services immediately upon receipt of notice from the Contracting Officer or his Authorized Representative.

### **1.8. LEGAL COMPLIANCE.**

1.8.1. It shall be the responsibility of the Contractor to comply with all Federal, state, and local laws governing health, training, operational, and licensing requirements as may be applicable and required for application of commercial pesticide (including OSHA Hazard Communication Standard 29 CFR 1910.1200).

1.8.2 The Contractor's employee applying chemicals under this contract shall possess a COMMERCIAL APPLICATOR'S LICENSE acceptable to the state in which work is to be accomplished; OR in lieu thereof (unless otherwise prohibited) applicator may be unlicensed, if he is closely supervised by an immediate, on-site supervisor who is licensed in accordance with the above requirement. Kansas requires a category 6 or 7c license.

### **1.9. REQUIRED SUBMISSIONS.**

1.9.1. Insurance. Proof of required insurance in the form of a copy of the insurance policy or a binder issued by the insurer, to be delivered no later than the pre-work conference or prior to the start of the contract period.

1.9.2. Licensing. Proof of proper licensing, to be delivered no later than the start of the contract period.

1.9.3. Chemical Labels. A label for each chemical being utilized under this contract, to be delivered not later than the pre-work conference.

1.9.4 Material Safety Data Sheets (MSDS) for all materials listed in the inventory.

#### **1.10. PAYMENT.**

1.10.1. PAYMENT WILL NOT BE MADE FOR WORK NOT PERFORMED.

1.10.2. 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.

**1.11. 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.

**1.12. DELIVERY ORDERS.** All services shall be performed pursuant to individual orders issued by telephone and confirmed in writing by the Contracting Officer or a designated Ordering Officer, to the Contractor or his responsible individual. The Government reserves the right to order any sub-item individually or any combination, up to and including all quote items. The Contractor shall commence application within 48 consecutive hours after receipt of verbal telephone order, weather conditions permitting. Once begun, work shall be accomplished in a continuous operation (day-to-day, except weekends and holidays) weather permitting. The Government reserves the right to designate the order (sequence) in which orders shall be completed.

**1.13. ALTERNATE CHEMICALS, RATES OF APPLICATION OR MIX RATIOS.** Application of chemicals shall be in accordance with label directions for the material used. When other than anticipated pests or disease is encountered, or when it is the professional opinion of the Contractor that the use of different mix ratios, rates of application, or chemicals other than those specified will produce better results, the Contractor may request permission for their use. Any such request shall be in writing and shall specify the chemical, its uses, rates of application and cost. A label for the requested chemical shall be furnished with the Contractor's request. Requests shall be submitted to the Project Manager at least 30 days prior to intended use. If granted, permission for the use of an alternate mix ratio, rate of application, or chemical will be in writing from the Contracting Officer or his authorized representative. Chemicals, rates, or mixture ratios other than those specified will not be used in the absence of the above-specified request and approval. When the use of approved alternate rate, mixes, or chemicals requested by the Contractor result in an increase or decrease in Contractor cost or time, an equitable adjustment will be made to the contract price, through the issuance of a contract modification.

**1.14. INDICATOR.** The Contractor will be required to use a chemical indicator dye, such as highlite or bullseye for all applications. The amount of dye used shall be heavy enough to be seen, but not so heavy to be offensive to the public.

**1.15. INSPECTION AND SAMPLING.** Prior to beginning, each item involving chemical application, the Contractor (or his authorized representative) shall notify the Project Manager of the times he will begin mixing and applying chemicals (in order to permit inspection by Government personnel of the mixing and application methods).

**1.16. WEATHER CONDITIONS.** Spraying applications shall not be performed on lawns, in public use areas, or other inhabited areas when wind speed is above 10 (ten) miles per hour. Spraying applications shall not be made in undeveloped or uninhabited areas when wind speed is above 15 (fifteen) miles per hour. Care shall be exercised at all times by the Contractor to protect desirable (non-targeted) species from damage by the required chemical

application. In the event weather conditions interrupt performance of services as specified, services shall be resumed as soon as conditions permit. Specified timeframes will be adjusted according to lost time.

**1.17. MEASUREMENT.** Exact limits of chemical application shall be as directed by the Contracting Officer or his designated representative at the Project. All acreage's and quantities are approximate. It shall be the responsibility of the Contractor to determine exact quantities and conditions affecting performance of this work.

## **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.**

2.2.1. Full Coverage. Complete, 100% application of chemical to the entire area ordered.

2.2.2. Spot Treatment. Application of chemical to only the targeted vegetation.

2.2.3. Complete Kill. 100% complete elimination of all vegetative growth.

2.2.4. 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.

2.2.5. 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

**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.

Pesticide Application Worksheets  
Water

### 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.

4.1.1. All manpower, equipment, supplies, applicators, sprayers, spreaders, tools, etc., necessary to accomplish the requirements of this contract.

4.1.2. 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.

Commercial brand names have been used for convenience, the following is the actual chemical formulation required for performance of this contract:

Roundup/Monsanto: Isopropylamine salt of glyphosate, 41% active ingredient, with surfactant.

Pendulum/Lesco: Pendimethalin, N-(1-ethylpropyl)-3, 4-dimethyl-2, 6-dinitrobenzenamine

Endurance/Sandoz: Prodiamine, [N3,N3-Di-npropyl-2, 4-dinitro-6(trifluoromethyl)-m-phenylenediamine]

Rodeo/Monsanto: Isopropylamine salt of glyphosate, 53.8% active ingredient.

Crossbow/Dow: 2,4-dichlorophenoxyacetic acid, butoxyethyl ester, 16.5% active ingredient.  
Triclopyr, Butoxyethyl Ester.

The trade names/manufactures listed above are known to produce the specified chemicals. Other manufactures may produce equal products under other trade names. Contractors may use any product of the same chemical formula that is labeled for the use required by this contract.

**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. Satisfactory performance of this contract is based on a complete (100 percent) kill at the time of inspection. Any re-treatment requested by the Project Manager on specified areas of undesirable vegetation that is still growing shall be at the Contractor's expense. The Contractor shall contact the Project Manager fifteen (15) days after herbicide application to arrange a joint inspection of treated areas. If a 100 percent kill has been obtained (as determined by the inspection), the Contractor may submit his invoice for payment at that time. If a 100 percent kill has not been obtained (as determined by the inspection), the Contractor shall return within five (5) days, weather permitting, and re-spray unaffected vegetation prior to submitting invoices for the original application.

**5.2. TOTAL VEGETATION CONTROL.**

5.2.1. Bid items 0001AA and (0002AA,0003AA,0004AA,0005AA if exercised):

The guardrails listed below shall receive a full coverage application of Roundup plus Pendulum herbicide, as ordered, to eliminate all vegetative growth in a 4-foot wide band (2 feet on each side of the guardrails).

<u>Location</u>	<u>No. of Guardrail Sites</u>	<u>Linear Feet</u>
Dam	2	16,500
Thompsonville	3	700
Outlet	4	2,000
Perry	6	1,500
Slough Creek	1	200
Longview	5	2,900
Old Military Trail	1	650
TOTAL		24,450 = 2.25 acres

5.2.2. Bid items 0001AB and (0002AB,0003AB,0004AB,0005AB if exercised):

The relief well collector ditch system, shall receive a full coverage application of Rodeo herbicide, as ordered, to eliminate all vegetative growth. This bid item comprises approximately 1.5 acres per application.

5.2.3. Bid items 0001AC and (0002AC,0003AC,0004AC,0005AC if exercised):

Gravel parking lots, picnic pads, and camping pads located in the areas listed below shall receive a full coverage, application of Roundup plus Pendulum herbicide, as ordered, to eliminate all vegetative growth.

<u>Location</u>	<u>No. of Sites</u>	<u>Square Footage</u>
Rock Creek	120	100,000
Thompsonville	10	7,500
Outlet	8	7,500
Perry	15	4,000
Slough Creek	285	200,000
Longview	64	54,000
Old Military Trail	6	3,000
Old Town	<u>130</u>	<u>100,000</u>
TOTAL	638	476,000 = 11 acres

5.2.4. Bid items 0001AD and (0002AD,0003AD,0004AD,0005AD if exercised):

The following areas shall receive a spot treatment with Crossbow herbicide, as ordered to eliminate all woody vegetation, broad leaf weeds, crown vetch and musk thistle. Application shall be made with extreme care in order to avoid contact of the chemical solution, spray, drift, or mist with lake water.

<u>AREA</u>	<u>ACRES</u>
Dam - the upstream rip-rapped slope from the guardrail to the edge of the water, and from the right to the left abutment.	40
Spillway - rip-rapped side slopes of the spillway.	1.5
Dike - upstream rip-rapped slope of the spillway dike.	1.5
Breakwater - Perry Marina breakwater from the crest to the water's edge, both sides.	4.0

2.2.5. Bid items 0001AE and (0002AE and 0003AE, if exercised):

All designated permanent structures including but not limited to buildings, sign posts, fences, barbecue grills, fire rings, curb blocks and trash receptacles shall receive a full coverage applications of Roundup plus Pendulum herbicide, as ordered, to eliminate all vegetative growth in a six inch wide band around said structure.

<u>Location</u>	<u>Square Feet</u>
Administration Area	130
Perry	310
Slough Creek	1,000
Longview	350
Old Military Trail	300
Thompsonville	405
Rock Creek	500
Outlet	300
Old Town	480
TOTAL	3,775 sq. ft.

2.2.6. Bid items 0001AF and (0002AF and 0003AF, if exercised):

The rip-rapped and/or rocked areas of the following locations shall receive a full coverage applications of Roundup plus Pendulum herbicide, as ordered, to eliminate all vegetative growth.

<u>Location</u>	<u>Square Feet</u>
Perry PUA	11,550
Slough Creek PUA	23,000
Longview PUA	6,450
Old Town PUA	1,800
Rock Creek PUA	1,800
Outlet Area	1,000
TOTAL	45,600

2.2.7. Bid items 0001AG and (0002AG,0003AG,0004AG,0005AG if exercised):

The designated asphalt parking lots shall receive spot treatments of Roundup plus Pendulum herbicide, as ordered, to eliminate all vegetative growth growing from creaks in the asphalt and along its edge.

<u>Area</u>	<u>Square Footage</u>
Perry PUA	27,824
Slough Creek PUA	41,173
Longview PUA	21,056
Old Town PUA	21,338
Rock Creek PUA	<u>34,310</u>
TOTAL	145,701 = 3.5 acres

2.2.8. Bid items 0001AH and (0002AH,0003AH,0004AH,0005AH if exercised):

The dam drainage system, comprised of the rock-lined drainage ditches and the pervious wick drainage system, shall receive a full coverage application of Roundup plus Pendulum herbicide, as ordered, to eliminate all vegetative growth.

This bid item comprises approximately 6.0 acres.

2.2.9. Bid items 0001AJ and (0002AJ and 0003AJ, if exercised):

A 12 inch wide band around the trunks of all trees and shrubs located within any mowed portions of the areas listed below shall receive a full coverage application of Roundup plus Pendulum herbicide, as ordered, to eliminate all vegetative growth.

<u>Location</u>	<u>No. of Trees &amp; Shrubs</u>
Administration Area	200
Perry	120
Slough Creek	1,000
Longview	425
Old Town	450
Rock Creek	850
Thompsonville	150
Outlet	<u>100</u>
Total	3,295

Application of herbicide around trees and shrubs shall be made with a shielded, hand-held sprayer. Extreme care shall be taken to avoid contact of the herbicide solution, spray, drift, or mist with foliage or green bark. Contact of herbicide with other than mature brown bark can result in serious damage to trees and shrubs.

**TECHNICAL EXHIBIT 1****FREQUENCY SCHEDULE****1. EFFECTIVE DATE OF THIS INSTRUMENT**

a. This contract shall be effective on 01 April 2004 (or date of award, if later) and shall remain in full force and effect through 30 September 2004.

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

**2. PERIOD OF REQUIRED SERVICES**

a. Services shall be as ordered for the service period 01 April through 30 September, Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m. Work will not be permitted on Saturdays, Sundays, or holidays; unless this restriction is specifically waived in writing by the Contracting Officer or his authorized representative.

b. All services shall be accomplished within 10 working days, plus any days lost due to weather conditions. The completion times shown below apply only when individual bid items are ordered singly.

<u>Item No(s).</u>	<u>Description</u>	<u>No. of Days Allowed for Completion of Application</u>
0001AA – 0005AA	Guardrails	1/2
0001AB – 0005AB	Relief Well Collector Ditch	1/2
0001AC – 0005AC	Camp Pads, etc.	3
0001AD – 0005AD	Dam, Spillway, Dike	2
0001AE – 0005AE	Permanent Structures	1/2
0001AF – 0005AF	Misc. Rip-Rap	1/2
0001AG – 0005AG	Asphalt Parking Areas	2
0001AH – 0005AH	Dam Drainage System	1/2
0001AJ – 0005AJ	Trees/Shrub Maintenance	2

**TECHNICAL EXHIBIT 2**  
**PERFORMANCE REQUIREMENTS SUMMARY**

<b>Required Service</b>	<b>Standard</b>	<b>Performance Requirement</b>	<b>Method of Surveillance</b>
<b>Vegetative Management</b>	<b>Vegetative Management in</b> Accordance with Section 5 and Technical Exhibit 1	95% Compliance	100% Inspection

WAGE RATES

94-2213 KS, TOPEKA

09/23/03

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

WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.:	1994-2213
Director	Wage Determinations	Revision No.:	28
		Date Of Last Revision:	09/16/2003

State: Kansas

Area: Kansas Counties of Brown, Clay, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Wabaunsee, Washington

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.15
01012 - Accounting Clerk II	11.49
01013 - Accounting Clerk III	13.34
01014 - Accounting Clerk IV	15.13
01030 - Court Reporter	13.34
01050 - Dispatcher, Motor Vehicle	14.93
01060 - Document Preparation Clerk	10.20
01070 - Messenger (Courier)	9.11
01090 - Duplicating Machine Operator	10.20
01110 - Film/Tape Librarian	11.75
01115 - General Clerk I	8.66
01116 - General Clerk II	9.72
01117 - General Clerk III	12.83
01118 - General Clerk IV	14.06
01120 - Housing Referral Assistant	14.83
01131 - Key Entry Operator I	8.95
01132 - Key Entry Operator II	9.74
01191 - Order Clerk I	10.67
01192 - Order Clerk II	12.10
01261 - Personnel Assistant (Employment) I	11.03
01262 - Personnel Assistant (Employment) II	12.40
01263 - Personnel Assistant (Employment) III	14.31
01264 - Personnel Assistant (Employment) IV	15.89
01270 - Production Control Clerk	16.31
01290 - Rental Clerk	11.11
01300 - Scheduler, Maintenance	11.54
01311 - Secretary I	11.08
01312 - Secretary II	13.34
01313 - Secretary III	14.83
01314 - Secretary IV	18.70
01315 - Secretary V	20.71
01320 - Service Order Dispatcher	11.75
01341 - Stenographer I	9.86
01342 - Stenographer II	11.08
01400 - Supply Technician	18.70
01420 - Survey Worker (Interviewer)	11.18
01460 - Switchboard Operator-Receptionist	11.12
01510 - Test Examiner	13.34
01520 - Test Proctor	13.44

01531	- Travel Clerk I	10.00
01532	- Travel Clerk II	10.52
01533	- Travel Clerk III	11.34
01611	- Word Processor I	12.27
01612	- Word Processor II	13.79
01613	- Word Processor III	15.93
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	10.09
03041	- Computer Operator I	9.82
03042	- Computer Operator II	13.94
03043	- Computer Operator III	14.81
03044	- Computer Operator IV	16.91
03045	- Computer Operator V	18.73
03071	- Computer Programmer I (1)	15.44
03072	- Computer Programmer II (1)	17.95
03073	- Computer Programmer III (1)	23.31
03074	- Computer Programmer IV (1)	25.09
03101	- Computer Systems Analyst I (1)	22.07
03102	- Computer Systems Analyst II (1)	24.94
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	13.18
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	17.44
05010	- Automotive Glass Installer	14.61
05040	- Automotive Worker	14.61
05070	- Electrician, Automotive	15.26
05100	- Mobile Equipment Servicer	13.40
05130	- Motor Equipment Metal Mechanic	15.85
05160	- Motor Equipment Metal Worker	14.61
05190	- Motor Vehicle Mechanic	15.85
05220	- Motor Vehicle Mechanic Helper	12.83
05250	- Motor Vehicle Upholstery Worker	14.03
05280	- Motor Vehicle Wrecker	14.61
05310	- Painter, Automotive	15.26
05340	- Radiator Repair Specialist	14.61
05370	- Tire Repairer	12.95
05400	- Transmission Repair Specialist	15.85
07000	- Food Preparation and Service Occupations	
(not set)	- Food Service Worker	7.26
07010	- Baker	9.82
07041	- Cook I	9.01
07042	- Cook II	9.82
07070	- Dishwasher	7.02
07130	- Meat Cutter	11.51
07250	- Waiter/Waitress	7.52
09000	- Furniture Maintenance and Repair Occupations	
09010	- Electrostatic Spray Painter	16.36
09040	- Furniture Handler	12.56
09070	- Furniture Refinisher	16.36
09100	- Furniture Refinisher Helper	13.24
09110	- Furniture Repairer, Minor	15.06
09130	- Upholsterer	16.36
11030	- General Services and Support Occupations	
11030	- Cleaner, Vehicles	8.33
11060	- Elevator Operator	8.57
11090	- Gardener	10.89
11121	- House Keeping Aid I	7.13
11122	- House Keeping Aid II	8.26
11150	- Janitor	8.44
11210	- Laborer, Grounds Maintenance	11.26
11240	- Maid or Houseman	7.18
11270	- Pest Controller	11.75
11300	- Refuse Collector	8.86
11330	- Tractor Operator	9.93
11360	- Window Cleaner	9.96
12000	- Health Occupations	

12020	- Dental Assistant	11.04
12040	- Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.19
12071	- Licensed Practical Nurse I	11.02
12072	- Licensed Practical Nurse II	12.37
12073	- Licensed Practical Nurse III	13.83
12100	- Medical Assistant	10.24
12130	- Medical Laboratory Technician	12.48
12160	- Medical Record Clerk	9.77
12190	- Medical Record Technician	13.54
12221	- Nursing Assistant I	8.03
12222	- Nursing Assistant II	9.03
12223	- Nursing Assistant III	10.02
12224	- Nursing Assistant IV	11.12
12250	- Pharmacy Technician	12.19
12280	- Phlebotomist	12.02
12311	- Registered Nurse I	16.21
12312	- Registered Nurse II	19.84
12313	- Registered Nurse II, Specialist	19.84
12314	- Registered Nurse III	24.00
12315	- Registered Nurse III, Anesthetist	24.00
12316	- Registered Nurse IV	28.76
13000	- Information and Arts Occupations	
13002	- Audiovisual Librarian	17.97
13011	- Exhibits Specialist I	14.52
13012	- Exhibits Specialist II	17.97
13013	- Exhibits Specialist III	22.14
13041	- Illustrator I	14.52
13042	- Illustrator II	17.97
13043	- Illustrator III	22.14
13047	- Librarian	20.00
13050	- Library Technician	11.82
13071	- Photographer I	11.36
13072	- Photographer II	12.71
13073	- Photographer III	15.74
13074	- Photographer IV	19.25
13075	- Photographer V	23.29
15000	- Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	- Assembler	7.13
15030	- Counter Attendant	7.13
15040	- Dry Cleaner	9.18
15070	- Finisher, Flatwork, Machine	7.13
15090	- Presser, Hand	7.13
15100	- Presser, Machine, Drycleaning	7.13
15130	- Presser, Machine, Shirts	7.13
15160	- Presser, Machine, Wearing Apparel, Laundry	7.13
15190	- Sewing Machine Operator	9.79
15220	- Tailor	10.40
15250	- Washer, Machine	7.81
19000	- Machine Tool Operation and Repair Occupations	
19010	- Machine-Tool Operator (Toolroom)	17.17
19040	- Tool and Die Maker	19.93
21000	- Material Handling and Packing Occupations	
21010	- Fuel Distribution System Operator	14.78
21020	- Material Coordinator	16.31
21030	- Material Expediter	16.31
21040	- Material Handling Laborer	12.52
21050	- Order Filler	11.11
21071	- Forklift Operator	13.09
21080	- Production Line Worker (Food Processing)	13.24
21100	- Shipping/Receiving Clerk	11.46
21130	- Shipping Packer	12.23
21140	- Store Worker I	9.65
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	12.50
21210	- Tools and Parts Attendant	13.24
21400	- Warehouse Specialist	13.24
23000	- Mechanics and Maintenance and Repair Occupations	

23010 - Aircraft Mechanic	19.06
23040 - Aircraft Mechanic Helper	14.23
23050 - Aircraft Quality Control Inspector	18.99
23060 - Aircraft Servicer	16.18
23070 - Aircraft Worker	16.84
23100 - Appliance Mechanic	17.17
23120 - Bicycle Repairer	12.95
23125 - Cable Splicer	23.06
23130 - Carpenter, Maintenance	15.60
23140 - Carpet Layer	16.65
23160 - Electrician, Maintenance	19.02
23181 - Electronics Technician, Maintenance I	17.26
23182 - Electronics Technician, Maintenance II	18.03
23183 - Electronics Technician, Maintenance III	18.71
23260 - Fabric Worker	15.60
23290 - Fire Alarm System Mechanic	17.85
23310 - Fire Extinguisher Repairer	14.64
23340 - Fuel Distribution System Mechanic	17.85
23370 - General Maintenance Worker	14.61
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.58
23430 - Heavy Equipment Mechanic	15.85
23440 - Heavy Equipment Operator	17.08
23460 - Instrument Mechanic	18.23
23470 - Laborer	9.97
23500 - Locksmith	17.17
23530 - Machinery Maintenance Mechanic	17.06
23550 - Machinist, Maintenance	15.85
23580 - Maintenance Trades Helper	12.83
23640 - Millwright	19.81
23700 - Office Appliance Repairer	17.17
23740 - Painter, Aircraft	17.17
23760 - Painter, Maintenance	17.29
23790 - Pipefitter, Maintenance	18.23
23800 - Plumber, Maintenance	17.55
23820 - Pneudraulic Systems Mechanic	17.85
23850 - Rigger	17.85
23870 - Scale Mechanic	16.45
23890 - Sheet-Metal Worker, Maintenance	20.49
23910 - Small Engine Mechanic	16.45
23930 - Telecommunication Mechanic I	20.69
23931 - Telecommunication Mechanic II	24.73
23950 - Telephone Lineman	20.01
23960 - Welder, Combination, Maintenance	15.85
23965 - Well Driller	17.85
23970 - Woodcraft Worker	17.85
23980 - Woodworker	14.64
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.22
24580 - Child Care Center Clerk	11.88
24600 - Chore Aid	8.84
24630 - Homemaker	13.78
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.71
25040 - Sewage Plant Operator	17.17
25070 - Stationary Engineer	19.15
25190 - Ventilation Equipment Tender	14.40
25210 - Water Treatment Plant Operator	17.17
27000 - Protective Service Occupations	
(not set) - Police Officer	17.54
27004 - Alarm Monitor	9.78
27006 - Corrections Officer	13.87
27010 - Court Security Officer	15.53
27040 - Detention Officer	13.87
27070 - Firefighter	14.43
27101 - Guard I	10.85
27102 - Guard II	11.80

28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.45
28020 - Hatch Tender	16.45
28030 - Line Handler	16.45
28040 - Stevedore I	15.60
28050 - Stevedore II	17.17
29000 - Technical Occupations	
21150 - Graphic Artist	18.32
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	13.52
29024 - Archeological Technician II	15.11
29025 - Archeological Technician III	17.03
29030 - Cartographic Technician	19.23
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.38
29040 - Civil Engineering Technician	16.70
29061 - Drafter I	12.68
29062 - Drafter II	14.27
29063 - Drafter III	15.84
29064 - Drafter IV	17.97
29081 - Engineering Technician I	16.89
29082 - Engineering Technician II	17.47
29083 - Engineering Technician III	19.63
29084 - Engineering Technician IV	23.94
29085 - Engineering Technician V	29.28
29086 - Engineering Technician VI	35.43
29090 - Environmental Technician	17.51
29100 - Flight Simulator/Instructor (Pilot)	24.94
29160 - Instructor	21.07
29210 - Laboratory Technician	16.10
29240 - Mathematical Technician	17.97
29361 - Paralegal/Legal Assistant I	14.74
29362 - Paralegal/Legal Assistant II	17.20
29363 - Paralegal/Legal Assistant III	21.03
29364 - Paralegal/Legal Assistant IV	25.42
29390 - Photooptics Technician	17.97
29480 - Technical Writer	22.91
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	16.46
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.41
29622 - Weather Observer, Upper Air (3)	14.41
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.77
31260 - Parking and Lot Attendant	10.21
31290 - Shuttle Bus Driver	14.25
31300 - Taxi Driver	12.60
31361 - Truckdriver, Light Truck	13.14
31362 - Truckdriver, Medium Truck	13.77
31363 - Truckdriver, Heavy Truck	14.70
31364 - Truckdriver, Tractor-Trailer	14.70
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.12
99030 - Cashier	7.33
99041 - Carnival Equipment Operator	10.05
99042 - Carnival Equipment Repairer	10.37
99043 - Carnival Worker	8.04
99050 - Desk Clerk	8.22
99095 - Embalmer	18.66
99300 - Lifeguard	9.80
99310 - Mortician	18.66
99350 - Park Attendant (Aide)	12.31

99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.60
99500 - Recreation Specialist	11.39
99510 - Recycling Worker	11.64
99610 - Sales Clerk	9.95
99620 - School Crossing Guard (Crosswalk Attendant)	8.21
99630 - Sport Official	9.80
99658 - Survey Party Chief (Chief of Party)	18.70
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.62
99660 - Surveying Aide	11.70
99690 - Swimming Pool Operator	11.51
99720 - Vending Machine Attendant	10.11
99730 - Vending Machine Repairer	11.51
99740 - Vending Machine Repairer Helper	10.11

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

**Source of Occupational Title and Descriptions:**

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

## STATEMENT OF EXPERIENCE

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

**STATEMENT OF WORK EXPERIENCE**

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**Experience No. 1**

Contract/work type: \_\_\_\_\_

Agency/firm for whom work was performed: \_\_\_\_\_

Contact person at the site: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Month/Year work began: \_\_\_\_\_ Month/Year work ended: \_\_\_\_\_

Brief description of duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Experience No. 2**

Contract/work type: \_\_\_\_\_

Agency/firm for whom work was performed: \_\_\_\_\_

Contact person at the site: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Month/Year work began: \_\_\_\_\_ Month/Year work ended: \_\_\_\_\_

Brief description of duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Experience No. 3**

Contract/work type: \_\_\_\_\_

Agency/firm for whom work was performed: \_\_\_\_\_

Contact person at the site: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Month/Year work began: \_\_\_\_\_ Month/Year work ended: \_\_\_\_\_

Brief description of duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PAST PERFORMANCE QUESTIONNAIRE

**COVER LETTER**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE: Past Performance Questionnaire  
Solicitation for Vegetative Management Services  
Perry Lake Project, Perry, Kansas**

The U.S. Army Corps of Engineers is soliciting vegetative management 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:

***Fax #(816) 426-5777 Attn: Emma Nevins***

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  
VEGETATIVE MANAGEMENT SERVICES  
PERRY LAKE PROJECT, PERRY, KANSAS**

W912DQ-04-R-0012

**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:

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

- \_\_\_\_\_ Extremely Satisfied
- \_\_\_\_\_ Satisfied
- \_\_\_\_\_ Partially Satisfied
- \_\_\_\_\_ Dissatisfied

Comments:

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Would you hire this contractor again?

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

Comments:

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

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

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