

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-4057-8900		PAGE 1 OF 74	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-T-0068	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY CONTRACTING DIVISION 601 E. 12TH STREET ROOM 757 KANSAS CITY MO 64106-2896		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/ OFFEROR  TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY  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	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Refuse Collection & Disposal FFP REFUSE COLLECTION & DISPOSAL SERVICES BASE YEAR for the Service Period 01 Oct 2004 - 31 Mar 2004. PURCHASE REQUEST NUMBER: W58XUW-4057-8900				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Refuse Collection - Administration Area FFP Every other week pickup (dumpsters) 01 Oct 2004 - 31 Mar 2005	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Refuse Collection - Riverside Area FFP Every other week pickup (dumpsters) 01 Oct 2004 - 31 Mar 2005	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Refuse Collection & Disposal Services FFP REFUSE COLLECTION & DISPOSAL SERVICES for the Service Period 1 April - 30 Sept 2005 PURCHASE REQUEST NUMBER: W58XUW-4057-8900				
					_____
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Refuse Collection & Disposal FFP Administration Area - Once weekly pickup (dumpsters) for the Service Period 01 Apr - 30 September 2005	6	Months		
					_____
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Refuse Collection & Disposal FFP Administration Area - Twice weekly pickup (32-gal containers) for the Service Period 01 Apr - 30 September 2005	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Refuse Collection & Disposal FFP Riverside Area - Twice weekly pickup (dumpsters) for the Service Period 01 Apr - 30 September 2005	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Refuse Collection & Disposal FFP Venango Area - Three-times weekly pickup (32-gal containers) for the Service Period 01 Apr - 30 September 2005	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Refuse Collection & Disposal FFP Outlet Area - Three-times weekly pickup (32-gal containers) for the Service Period 01 Apr - 30 September 2005	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Refuse Collection & Disposal FFP Refuse collection and disposal Option Year 1 - FY 06, for the Service Period 01 October 2005 - 31 March 2006				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Refuse Collection & Disposal FFP Administration Area Refuse Collection & Disposal every other week pickup (dumpsters) for the service period 01 October 2005 - 31 March 2006	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Refuse Collection & Disposal FFP Riverside Area Refuse Collection & Disposal every other week pickup (dumpsters) for the service period 01 October 2005 - 31 March 2006	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Refuse Collection and Disposal FFP Refuse collection and disposal Option Year 1 - FY 06, for the Service Period 01 April 2006 - 30 September 2006				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Refuse Collection and Disposal FFP Administration Area - Once weekly Refuse collection and disposal (dumpsters) Option Year 1 - FY 06, for the Service Period 01 April - 30 Sept 2006	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Refuse collection and disposal Option Ye FFP Administration Area - Twice weekly Refuse collection and disposal (32 Gallon containers) Option Year 1 - FY 06, for the Service Period 01 April - 30 Sept 2006	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Refuse collection and Disposal FFP Riverside Area - Twice weekly Refuse collection and disposal (dumpsters) Option Year 1 - FY 06, for the Service Period 01 April - 30 Sept 2006	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Refuse collection and Disposal FFP Venango Area - Three times weekly Refuse collection and disposal (32 Gallon containers) Option Year 1 - FY 06, for the Service Period 01 April - 30 Sept 2006	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	Refuse Collection and Disposal FFP Outlet Area - Three times weekly Refuse collection and disposal (32 Gallon containers) Option Year 1 - FY 06, for the Service Period 01 April - 30 Sept 2006	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Refuse Collection and Disposal FFP Refuse collection and disposal Option Year 2 - FY 07, for the Service Period 01 Oct 2006 - 31 Mar 2007				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Refuse Collection and Disposal FFP Administration Area - Refuse Collection and Disposal, every other week pickup (dumpsters) 1 Oct 2006 - 31 March 2007	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Refuse Collection and Disposal FFP Riverside Area - Refuse Collection and Disposal, every other week pickup (dumpsters) 1 April 2006 - 30 Sept 2007	6	Months		
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Refuse Collection and Disposal FFP Refuse Collection and Disposal for the period 01 April 2007- 30 Sept 2007				
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	Refuse Collection and Disposal FFP Administration Area - Refuse Collection and Disposal, once weekly pickup (dumpsters) for the period 01 April 2007 - 30 Sept 2007	6	Months		
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	Refuse Collection and Disposal FFP Administration Area - Twice weekly pickup (32 gallon containers) for the period 01 April 2007 - 30 September 2007	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	Refuse Collection and Disposal FFP Riverside Area - Twice weekly pickup (dumpsters) for the period 01 April 2007 - 30 September 2007	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD	Refuse Collection and Disposal FFP Venango Area - Three times weekly pickup (32-gallon containers) for the period 01 April 2007 - 30 Sept 2007	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AE	Refuse Collection and Disposal FFP Outlet Area - Three times weekly pickup (32-gallon containers) for the period 01 April 2007 - 30 Sept 2007	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Refuse Collection and Disposal FFP FY 08 Renewal Option for the Service Period 01 Oct 2007 - 31 March 2008				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	Refuse Collection and Disposal FFP Administration Area - Every other week pickup (dumpsters) for the service period 01 Oct 2007 - 31 March 2008	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	Refuse Collection and Disposal FFP Riverside Area - Ever other week pickup (dumpsters) for the service period 01 Oct 2007 - 31 Mar 2008	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Refuse Collection and Disposal FFP Refuse Collection and Disposal for FY 08 for the service period 01 Apr - 30 September 2008				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	Refuse Collection and Disposal FFP Administration Area - Once Weekly pickup (dumpsters) Refuse Collection and Disposal for the service period 01 Apr - 30 September 2008	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	Refuse Collection and Disposal FFP Administration Area - Twice Weekly pickup (32 gallon containers) Refuse Collection and Disposal for the service period 01 Apr - 30 Sept 2008	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC	Refuse Collection and Disposal FFP Riverside Area - Twice Weekly pickup (dumpsters) Refuse Collection and Disposal for the service period 01 Apr - 30 Sept 2008	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AD	Refuse Collection and Disposal FFP Venango Area - Pickup three times Weekly (32 gallon containers) Refuse Collection and Disposal for the service period 01 Apr - 30 Sept 2008	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AE	Refuse Collection and Pickup FFP Outlet Area - Pickup three times Weekly (32 gallon containers) Refuse Collection and Disposal for the service period 01 Apr - 30 Sept 2008	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Refuse Collection and Disposal FFP FY 09 Renewal Option for the Service Period 01 Oct 2008 - 31 March 2009				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	Refuse Collection and Disposal FFP Administration Area - Every other week pickup (dumpsters) for the service period 01 Oct 2008 - 31 Mar 2009	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	Refuse Collection and disposal FFP Riverside Area - Every other week pickup (dumpsters) for the service period 01 Oct 2008 - 31 Mar 2009	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Refuse Collection and Disposal FFP For the Service period 01 April 2009 - 30 September 2009				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	Refuse Collection and Disposal FFP Administration Area - Once weekly pickup (dumpsters) for the service period 01 Apr 2009 - 30 Sept 2009	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	Refuse Collection and Disposal FFP Administration Area - Twice weekly pickup (32 gallon containers) for the service period 01 Apr 2009 - 30 Sep 2009	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC	Refuse Collection and Disposal FFP Riverside Area - Twice weekly pickup (dumpsters) for the service period 01 Apr 2009 - 30 Sept 2009	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AD	Refuse Collection and Disposal FFP Venango Area - Pickup three times per week (32 gallon containers) for the service period 01 Apr 2009 - 30 Sep 2009	6	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AE	Refuse Collection and Disposal FFP Outlet Area - Pickup three times per week (32 gallon containers) for the service period 01 Apr 2009 - 30 Sep 2009	6	Months		

---

NET AMT

FOB: Destination

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted by Contracting Officer's Representative.

Section SF 1449 - CONTINUATION SHEET

#### TECHNICAL SPECIFICATIONS

#### REFUSE COLLECTION (RFQ/IFB) NOTICE TO VENDORS

- A. Vendors must bid/quote on all items and entire quantities contained in the basic contract period and all renewal options (if any) to be considered. Bids/quotes received not complying with this requirement will be considered non-responsive and will be rejected.
- B. This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use area, other areas, or access roads thereto, being serviced by the Contract/purchase order. In the event that inundation materially affects the scope of work, the Contractor will be requested to submit pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to contract/purchase order 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 will be initially withheld until execution of an equitable adjustment can be made by contract modification.
- C. 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 wither at the pre-work conference, or prior to starting work on the first day of the service period.

TECHNICAL SPECIFICATIONS  
REFUSE COLLECTION AND DISPOSAL  
KANOPOLIS LAKE, KANSAS

1. SCOPE OF CONTRACT:

a. The services furnished under this contract shall consist of a pre-work conference, reports, meetings, worksheets, etc., and furnishing labor, equipment, and supplies as specified in, to provide, place, empty, and clean refuse containers listed below at Kanopolis Lake, near Marquette, Kansas, in accordance with the attached work standard.

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

Approximate No. of Receptacles	2 c.y.	3 c.y.	6 c.y.	32 gal.#
Administration (1 Oct. thru 31 Mar.)		3		
Administration (1 Apr. thru 30 Sep.)		3		10
Riverside (1 Oct. thru 31 Mar.)		1		
Riverside (1 Apr. thru 30 Sep.)				
Venango (1 Apr. thru 30 Sep.)				135
Outlet (1 Apr. thru 30 Sep.)				12
TOTAL				
	1 Oct. thru 31 Mar.		4	
	1 Apr. thru 30 Sep.		8	157

\* Contractor Furnished  
# Government Furnished

c. Size substitution of dumpsters will be permitted to the following extent: At each specified dumpster location, substitution in the size and number of dumpsters required to achieve the specified cubic yards of refuse storage may be made; however, consolidation of collection sites (locations of dumpsters within each area) will not be permitted.

d. Total refuse containers shall be subject to a variation at no change in contract price, as follows:

(1) Dumpsters: ± \_\_\_\_\_ 0 \_\_\_\_\_ dumpsters

(2) Refuse containers (32 gal.): ± \_\_\_\_\_ 17 \_\_\_\_\_ containers

NOTE: If any of the above variations result in deletion of the requirement of ALL services in an area, an equitable adjustment will be made by contract modification.

2. ADDITIONAL REQUIREMENTS: The following additional requirements shall be performed (see WORK STANDARDS, ADDITIONAL REQUIREMENTS):

- a. Wintertime road conditions.
- b. Litter/trash pickup within a 10 foot radius of all refuse containers.
- c. Types of refuse.
- d. Color of dumpsters

KANSAS CITY DISTRICT  
CORPS OF ENGINEERS  
WORK STANDARD  
FOR REFUSE COLLECTION  
PROCUREMENTS

The Contractor's duties and responsibilities shall be as follows:

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

2. **DOCUMENTS AND CORRESPONDENCE:**

a. After award, all documents and related correspondence shall be routed through the Contracting Officer's Representative at the Project Office.

b. The Contractor shall submit, in writing, for approval of the Contracting Officer's Representative at the project, a detailed plan of operation to include equipment, personnel, refuse collection routes, and approximate time (+ 30 minutes that the crew will ENTER and LEAVE each area being serviced). The purpose of the schedule is to insure that quality assurance inspection by Government personnel is compatible with the Contractor's work schedule. The schedule shall be submitted within 15 calendar days after start of work. Any proposed deviation from the approved schedule shall be submitted in writing to the Contracting Officer's Representative for approval prior to change.

3. **WORKMANSHIP:**

a. In order to assure that the required services are performed in a strictly first-class manner, 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 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. The designation shall include the name(s), address(es), and telephone number(s) of the responsible individual(s). The Contracting Officer reserves the right to disapprove any individual whom he considers to be incompetent to perform the work required. Such disapprovals will be given to the Contractor by written notice, and the Contracting Officer's decision shall represent a final decision.

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

c. The Contractor or his responsible individual shall meet with the Contracting Officer's Representative at the Project Office once each week, at a mutually agreed upon time, to coordinate his work schedule in compliance with the specifications and to arrange a satisfactory operating agreement.

d. All Contractor personnel shall be fully clothed, at all times, while performing these services. "Fully clothed" shall be deemed to mean that a shirt (or T-shirt), trousers and shoes shall be worn at all times. Clothing shall be clean and neat in appearance.

e. Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public.

f. NOTE: 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 Operations 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; however, such equipment may be utilized only to accomplish the specified work of the contract while primary equipment is being repaired, for a period not to exceed 14 calendar days without prior approval of the Contracting Officer or his authorized representative.

#### 4. REMOVAL AND DISPOSAL:

a. Services specified shall be performed on those days stated in DELIVERIES OR PERFORMANCE. All refuse containers shall be emptied, and all refuse shall be picked up from the immediate vicinity of the refuse containers. In addition, the Contractor shall pick up obvious and unsightly accumulations of refuse, in the course of the handling operation, shall be cleaned up immediately by the Contractor. Refuse containers, when emptied, shall be returned to their original position, a new plastic bag installed in the container (except dumpsters), and the cover reinstalled. Refuse containers that have been in the container (except dumpsters), and the cover reinstalled. Refuse containers that have been moved by visitors shall be emptied and returned to their proper location. NOTE: Contractor will not be required to empty containers inside privies, shower buildings, change houses, or comfort stations.

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

c. When odor becomes prevalent in refuse containers, the Contractor shall wash such containers with water and detergent until the containers are clean and free of odor. Disinfectant will be applied to the containers as directed by the Contracting Officer or his authorized representative.

d. During summer months, equipment used for hauling refuse shall be thoroughly washed, cleaned, and disinfected no less than once weekly, or more frequently if needed, to keep it free of residue and odor and to present a clean appearance.

e. Contractor-furnished dumpsters (if any) shall be delivered and placed in park areas at locations designated by the Operations Manager, and shall be maintained in good repair and appearance. Damaged or unsightly dumpsters shall be removed and replaced with like units in good repair. All Contractor-furnished dumpsters shall be so constructed and equipped as to prevent accidental tip-over by the public.

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

#### 5. PERFORMANCE:

a. Refuse collection is directly related to public health and sanitation; therefore, it is essential that all refuse containers be serviced as specified. In the event that an area or containers within an area are missed or not properly serviced, the Contractor agrees to return and re-perform the missed or improperly performed services for the area or affected container(s) immediately upon receipt of such notice by the Contracting Officer or his authorized representative.

b. 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 time-frames specified.

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

7. **LOST ARTICLES, VANDALISM, FACILITIES MALFUNCTION:** To assist the visiting public in reclaiming lost articles, all property left by visitors and found during the refuse collection operation shall be turned in to the Project Office where it may be claimed by the owner. Any evidence of vandalism and instances where facilities are not operating properly or are in need of repair shall be reported to Project personnel.

#### ADDITIONAL REQUIREMENTS

NOTE: All applicable provisions of the foregoing Work Standard shall apply to this contract. In addition, the following additional requirements shall be applicable:

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

2. The Contractor shall pick up all trash and litter within a ten (10) foot radius of all refuse containers (to include dumpsters).

3. The Government reserves the right to dispose of all types of non-toxic refuse (to include construction debris) in refuse containers located in the administration area.

4. Due to the high public visibility of the dumpsters in the Riverside Area, extra care shall be taken in their appearance and maintenance. They shall be dark brown in color and freshly painted when placed in use on the project. The government reserves the right to stencil (TRASH BAGS AVAILABLE FROM PARK CUSTODIAN OR PARK RANGER" on Contractor-furnished dumpsters.

#### DELIVERIES OR PERFORMANCE

1. **EFFECTIVE DATE OF THIS INSTRUMENT:**

a. This Contract (or Purchase Order) shall be effective 1 October (or date of award, if award, if later) and shall remain in full force and effect through 30 September.

b. Effective dates for full-year renewal option (if included and exercised) shall be from 1 October through 30 September of the following year.

2. **PERIOD OF REQUIRED SERVICES:**

a. Services shall be performed in accordance with the following schedule, between the hours of 6 a.m. and 4 p.m. for the service period of 1 October through 30 September.

ITEMS	SCHEDULE
Every other week services	Every other Monday
Every week services	Every Monday
Twice weekly services	Every Monday and Friday
Three times per week services	Every Monday, Friday, and Sunday

NOTE: Services shall be performed once daily for all items on the following days, regardless of the above schedule:

FY-05, FY-06, FY-07, FY-08 and FY-09 - Memorial Day and the Tuesday following, July 4 and 5, and Labor Day and the Tuesday following.

3. All work shall be accomplished within the timeframes specified above. Services rendered outside the time periods specified will not be compensated unless specifically approved in writing by the Contracting Officer or his authorized representative.

4. Refuse collection shall begin as stated above, and shall be completed in a continuous operation to promptly rid each public area of accumulated refuse.

#### REFUSE COLLECTION (RFQ/IFB)

#### CONTRACT ADMINISTRATION DATA

1. **PAYMENT:** Payment will be made monthly by the U.S. Army Corps of Engineers, Finance Center, 5722 Integrity Drive, Millington, TN 38054 in accordance with the Prompt Payment Act (Public Law 100-496). As stated in this law, the Government has 30 days after the date of invoice receipt in the correct office, or after constructive acceptance, whichever of the two dates is last. The only time constructive acceptance will be used is if actual acceptance occurs before constructive acceptance. Constructing acceptance is deemed to occur on the 7<sup>th</sup> calendar day after delivery. Under the terms of this contract, invoices are to be submitted monthly in triplicate to the U.S. Army Corps of Engineers, Kanopolis Project Office, 105 Riverside Drive, Marquette, KS 67464.

2. **WITHHOLDING:**

a. **NOTE: PAYMENT WILL NOT BE MADE FOR WORK NOT PERFORMED.**

b. In the event of unsatisfactory performance of specified work, the Contractor may be directed to re-perform the unsatisfactory services at no additional cost to the Government. Failure of the Contractor to perform the work as specified, or to re-perform the work as directed, will result in withholding of payment for the portion(s) of the work not accomplished. Amounts to be withheld for work not performed will be determined by prorating the amount of services satisfactorily performed against the amount of services required.

3. **PERFORMANCE BY A THIRD PARTY OR GOVERNMENT PERSONNEL:** In addition to the above remedies for nonperformance, the Government reserves the right to cause the specified work to be performed by a their party or Government forces, and the cost incurred thereby will be levied against the Contractor. Any time Government forces are used because of Contractor's non-performance, the cost levied against the Contractor will include all direct costs associated with the performance of the specified work plus the loss of efficiency to the

Government's productivity experienced by the Government where utilized Government forces are not otherwise available to perform their normal duties. Such inefficiencies are determined as the direct cost to the Government for substitution of the Government forces removed from their normal duties computed on an hourly basis at the applicable wage rate. Government forces will be used only when time is of the essence and the interests of the Government would not be served by securing a third party to perform the specified work.

1. GOVERNMENT-FURNISHED EQUIPMENT MATERIALS AND SUPPLIES:

a. Government-Furnished Property - The Government will furnish to the Contractor the following identified property to be used in performing the contract. When the property is delivered, the Contractor shall verify its quantity and condition in writing to the Contracting Officer or his authorized representative on Memorandum Receipt, ENG Form 4866 within 48 hours of receipt. Damages will be reported in writing to the Contracting Officer or his authorized representative within 72 hours.

<u>Item (description)</u>	<u>Quantity</u>	<u>Where Available</u>	<u>Approx. Value</u>
---------------------------	-----------------	------------------------	----------------------

NONE

b. Consumable Items – The following consumable items, exempt from accounting procedures as per EFARS 45.105(a) will be furnished to the Contractor by the Government from stock. The Government will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

1. Contractor Daily Worksheet Forms
2. 32-gallon trash bags

2. CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES: The Contractor shall furnish the following:

- a. All manpower necessary to accomplish the required work.
- b. The Contractor shall furnish to the Operations Manager, a telephone number attended during normal business hours (8 a.m. – 4:30 p.m. C.S.T.) to which calls concerning performance or other contractual matters can be placed. For the purpose of time and date, a message will be deemed delivered to the Contractor, at such time as it is delivered to the number provided by the Contractor.
- c. The Contractor shall furnish truck(s) or trailer(s) having a gross weight not to exceed 30,000 lbs. for equipment having two axles, or 45,000 lbs. for vehicles having three axles, suitable equipped and constructed so as to prevent the scattering of refuse along the route. The equipment shall be capable of retaining all waste without leakage.
- d. The Contractor shall furnish and deliver refuse containers (dumpsters) in accordance with the service schedule. Exact location for placement of the dumpsters within each park shall be as directed by the Operations Manager.
- e. The Contractor shall furnish all detergent, disinfectant, and brushes for cleaning of refuse containers, dumpsters, trailers, and/or trucks.
- f. All contractor-furnished equipment and supplies shall be approved by the Operations Manager prior to initial use.

REFUSE COLLECTION  
CHECKLIST FOR CONTRACT CLAUSES

1.  FLOOD CONTROL PROJECT CLAUSE (B Page)

## 2. AWARD:

Award will be made as a whole to one contractor for all bid items.

Award will be made as a whole to one contractor for all bid items.

or as \_\_\_\_ contracts, one

contract for bid items \_\_\_\_\_, (and) a second

contract for bid items \_\_\_\_\_, (and) a third

contract for bid items \_\_\_\_\_, etc.,

whichever method is most advantageous to the Government. In the event that acceptable bids are not received for some bid items, the Government reserves the right to award contracts for bid items or combinations thereof, for which acceptable bids were received.

## 3. EVALUATION:

This procurement is one-year only.

This Procurement contains renewal option(s). Include option to extend clause, and option evaluation clause.

## 4. CONTRACT TYPE: Firm fixed-price contract/purchase order.

## 5. SITE VISITATION CLAUSE: (Insert in this procurement.)

Kanopolis Project Office, U.S. Army Corps of Engineers, is located approximately 11 miles NW of Marquette, Kansas, Telephone (785) 546-2294.

## 6. SUBCONTRACTING CONTROL STATEMENT: (Insert in this procurement.)

The low responsible bidder/quoter will be required to have Contracting Officer approval of any subcontracts in excess of \$1,000 prior to award of a contract. After award, and changes in subcontracts in excess of \$1,000 shall require Contracting Officer approval prior to award of subcontract.

## 7. GENERAL SAFETY REQUIREMENTS: (Include the following paragraphs.)

a. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Federal, State, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.

b. Contractor vehicles shall be equipped with 4-way flashers and turn signals in operating condition. Flashers shall be activated when vehicles are parked on, or traveling slowly along roadways.

c. Any injury, property damage, equipment malfunction, or safety hazard observed by the Contractor shall be immediately reported to Project personnel.

REFUSE COLLECTION  
CHECKLIST FOR CONTRACT CLAUSES (Cont'd)

8. INSURANCE STATEMENT: Add the following at the end of the insurance clause:

Information regarding State requirements may be obtained by contacting:

IOWA:	Purchasing Division and General Services (Duncan MacIntyre), 515-281-5776
KANSAS:	Insurance Commissioner, Toll Free, 1-800-432-2484
MISSOURI:	Division of Insurance, 314-751-3365
NEBRASKA:	State Insurance Department, 402-471-2201

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUN 2004

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The solicitation number;

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

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

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

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

- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).
- (2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (i) Automatic distribution may be obtained on a subscription basis.

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

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

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

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

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

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

(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: Technical and past performance.

Technical and past performance, when combined, are 65% of the evaluation criteria, price being 35% of the evaluation criteria..

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

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

(End of clause)

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

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

51 - 100  \$1,000,001 - \$2 million

101 - 250  \$2,000,001 - \$3.5 million

251 - 500  \$3,500,001 - \$5 million

501 - 750  \$5,000,001 - \$10 million

751 - 1,000  \$10,000,001 - \$17 million

Over 1,000  Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a

decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products

manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

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

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

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

FTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

-----  
-----  
-----

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

-----  
-----  
-----

Country of Origin

-----  
-----  
-----

(List as necessary)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

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

(End of provision)

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

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

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails

to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

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

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

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_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).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- \_XX\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_XX\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- \_XX\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_XX\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_XX\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_XX\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_XX\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_XX\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

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

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

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

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

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

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

\_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 (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

#### 52.217-9 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 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 5 years.

(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 [Sept 30, 2005](#). 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 [Sept 30, 2005](#) 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)

CONTRACT SPECIALIST:	Marianne Schrik	PHONE: 816-983-3848	E-MAIL: <a href="mailto:Marianne.schrik@usace.army.mil">Marianne.schrik@usace.army.mil</a>
PROJECT MANAGER:	Ralph.k.Nelson	PHONE: 785-546-2294	E-MAIL: <a href="mailto:Ralph.k.nelson@usace.army.mil">Ralph.k.nelson@usace.army.mil</a>

#### 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)

ATTACHMENTS

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director	Division of Wage Determinations
	Wage Determination No.: 1994-2213 Revision No.: 30 Date Of Last Revision: 05/27/2004

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	10.76
01012 - Accounting Clerk II	11.87
01013 - Accounting Clerk III	13.46
01014 - Accounting Clerk IV	16.40
01030 - Court Reporter	16.90
01050 - Dispatcher, Motor Vehicle	13.88
01060 - Document Preparation Clerk	11.95
01070 - Messenger (Courier)	9.69
01090 - Duplicating Machine Operator	11.95
01110 - Film/Tape Librarian	12.35
01115 - General Clerk I	8.26

01116 - General Clerk II  
9.60  
01117 - General Clerk III  
11.27  
01118 - General Clerk IV  
13.94  
01120 - Housing Referral Assistant  
21.78  
01131 - Key Entry Operator I  
11.21  
01132 - Key Entry Operator II  
13.51  
01191 - Order Clerk I  
12.61  
01192 - Order Clerk II  
13.74  
01261 - Personnel Assistant (Employment) I  
13.56  
01262 - Personnel Assistant (Employment) II  
14.59  
01263 - Personnel Assistant (Employment) III  
17.88  
01264 - Personnel Assistant (Employment) IV  
19.68  
01270 - Production Control Clerk  
17.86  
01290 - Rental Clerk  
13.51  
01300 - Scheduler, Maintenance  
15.71  
01311 - Secretary I  
15.71  
01312 - Secretary II  
19.37  
01313 - Secretary III  
21.79  
01314 - Secretary IV  
26.48  
01315 - Secretary V  
30.97  
01320 - Service Order Dispatcher  
10.41  
01341 - Stenographer I  
13.43  
01342 - Stenographer II  
15.09  
01400 - Supply Technician  
19.40  
01420 - Survey Worker (Interviewer)  
11.66  
01460 - Switchboard Operator-Receptionist  
12.23  
01510 - Test Examiner  
19.37  
01520 - Test Proctor  
19.37  
01531 - Travel Clerk I  
11.33

01532 - Travel Clerk II  
12.19  
01533 - Travel Clerk III  
13.07  
01611 - Word Processor I  
12.12  
01612 - Word Processor II  
13.35  
01613 - Word Processor III  
14.94  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
11.78  
03041 - Computer Operator I  
15.23  
03042 - Computer Operator II  
16.67  
03043 - Computer Operator III  
19.82  
03044 - Computer Operator IV  
21.56  
03045 - Computer Operator V  
23.85  
03071 - Computer Programmer I (1)  
17.74  
03072 - Computer Programmer II (1)  
19.28  
03073 - Computer Programmer III (1)  
22.09  
03074 - Computer Programmer IV (1)  
26.83  
03101 - Computer Systems Analyst I (1)  
21.87  
03102 - Computer Systems Analyst II (1)  
24.55  
03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
15.23  
05000 - Automotive Service Occupations  
05005 - Automotive Body Repairer, Fiberglass  
18.34  
05010 - Automotive Glass Installer  
16.53  
05040 - Automotive Worker  
16.53  
05070 - Electrician, Automotive  
16.85  
05100 - Mobile Equipment Servicer  
14.26  
05130 - Motor Equipment Metal Mechanic  
18.34  
05160 - Motor Equipment Metal Worker  
16.53  
05190 - Motor Vehicle Mechanic  
19.27  
05220 - Motor Vehicle Mechanic Helper  
13.06

05250 - Motor Vehicle Upholstery Worker  
15.63  
05280 - Motor Vehicle Wrecker  
16.53  
05310 - Painter, Automotive  
19.16  
05340 - Radiator Repair Specialist  
16.53  
05370 - Tire Repairer  
13.78  
05400 - Transmission Repair Specialist  
18.31  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
10.49  
07010 - Baker  
13.52  
07041 - Cook I  
12.52  
07042 - Cook II  
13.98  
07070 - Dishwasher  
10.22  
07130 - Meat Cutter  
15.90  
07250 - Waiter/Waitress  
9.84  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
17.41  
09040 - Furniture Handler  
11.71  
09070 - Furniture Refinisher  
17.41  
09100 - Furniture Refinisher Helper  
13.41  
09110 - Furniture Repairer, Minor  
15.12  
09130 - Upholsterer  
17.41  
11030 - General Services and Support Occupations  
11030 - Cleaner, Vehicles  
9.68  
11060 - Elevator Operator  
11.62  
11090 - Gardener  
13.51  
11121 - House Keeping Aid I  
11.65  
11122 - House Keeping Aid II  
12.29  
11150 - Janitor  
11.62  
11210 - Laborer, Grounds Maintenance  
11.01  
11240 - Maid or Houseman  
11.65  
11270 - Pest Controller  
14.70

11300 - Refuse Collector  
12.55  
11330 - Tractor Operator  
12.72  
11360 - Window Cleaner  
12.65  
12000 - Health Occupations  
12020 - Dental Assistant  
14.48  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
13.83  
12071 - Licensed Practical Nurse I  
11.68  
12072 - Licensed Practical Nurse II  
13.92  
12073 - Licensed Practical Nurse III  
15.56  
12100 - Medical Assistant  
12.84  
12130 - Medical Laboratory Technician  
15.09  
12160 - Medical Record Clerk  
12.94  
12190 - Medical Record Technician  
14.69  
12221 - Nursing Assistant I  
8.97  
12222 - Nursing Assistant II  
10.08  
12223 - Nursing Assistant III  
10.99  
12224 - Nursing Assistant IV  
12.36  
12250 - Pharmacy Technician  
12.30  
12280 - Phlebotomist  
14.21  
12311 - Registered Nurse I  
22.02  
12312 - Registered Nurse II  
26.95  
12313 - Registered Nurse II, Specialist  
26.95  
12314 - Registered Nurse III  
32.32  
12315 - Registered Nurse III, Anesthetist  
32.32  
12316 - Registered Nurse IV  
38.76  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
18.05  
13011 - Exhibits Specialist I  
17.56  
13012 - Exhibits Specialist II  
20.85  
13013 - Exhibits Specialist III  
25.51

13041 - Illustrator I  
18.79  
13042 - Illustrator II  
22.28  
13043 - Illustrator III  
27.23  
13047 - Librarian  
25.35  
13050 - Library Technician  
16.46  
13071 - Photographer I  
11.79  
13072 - Photographer II  
14.21  
13073 - Photographer III  
16.84  
13074 - Photographer IV  
20.60  
13075 - Photographer V  
24.90  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
9.04  
15030 - Counter Attendant  
9.04  
15040 - Dry Cleaner  
11.01  
15070 - Finisher, Flatwork, Machine  
9.04  
15090 - Presser, Hand  
9.04  
15100 - Presser, Machine, Drycleaning  
9.04  
15130 - Presser, Machine, Shirts  
9.04  
15160 - Presser, Machine, Wearing Apparel, Laundry  
9.04  
15190 - Sewing Machine Operator  
11.83  
15220 - Tailor  
12.65  
15250 - Washer, Machine  
9.77  
19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
21.01  
19040 - Tool and Die Maker  
25.26  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
16.90  
21020 - Material Coordinator  
18.78  
21030 - Material Expediter  
18.78  
21040 - Material Handling Laborer  
16.89  
21050 - Order Filler  
13.50

21071 - Forklift Operator  
15.94  
21080 - Production Line Worker (Food Processing)  
13.33  
21100 - Shipping/Receiving Clerk  
13.15  
21130 - Shipping Packer  
15.22  
21140 - Store Worker I  
10.96  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
15.17  
21210 - Tools and Parts Attendant  
15.94  
21400 - Warehouse Specialist  
15.94  
23000 - Mechanics and Maintenance and Repair Occupations  
23010 - Aircraft Mechanic  
23.12  
23040 - Aircraft Mechanic Helper  
16.84  
23050 - Aircraft Quality Control Inspector  
26.41  
23060 - Aircraft Servicer  
19.53  
23070 - Aircraft Worker  
20.86  
23100 - Appliance Mechanic  
19.38  
23120 - Bicycle Repairer  
13.78  
23125 - Cable Splicer  
23.46  
23130 - Carpenter, Maintenance  
22.29  
23140 - Carpet Layer  
21.15  
23160 - Electrician, Maintenance  
25.35  
23181 - Electronics Technician, Maintenance I  
22.95  
23182 - Electronics Technician, Maintenance II  
24.17  
23183 - Electronics Technician, Maintenance III  
25.45  
23260 - Fabric Worker  
17.39  
23290 - Fire Alarm System Mechanic  
23.46  
23310 - Fire Extinguisher Repairer  
16.94  
23340 - Fuel Distribution System Mechanic  
20.40  
23370 - General Maintenance Worker  
18.39  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
22.34  
23430 - Heavy Equipment Mechanic  
26.98

23440 - Heavy Equipment Operator  
26.17  
23460 - Instrument Mechanic  
26.98  
23470 - Laborer  
12.84  
23500 - Locksmith  
19.38  
23530 - Machinery Maintenance Mechanic  
23.46  
23550 - Machinist, Maintenance  
22.07  
23580 - Maintenance Trades Helper  
13.41  
23640 - Millwright  
23.46  
23700 - Office Appliance Repairer  
20.83  
23740 - Painter, Aircraft  
20.85  
23760 - Painter, Maintenance  
20.99  
23790 - Pipefitter, Maintenance  
23.71  
23800 - Plumber, Maintenance  
22.53  
23820 - Pneudraulic Systems Mechanic  
23.46  
23850 - Rigger  
23.46  
23870 - Scale Mechanic  
19.56  
23890 - Sheet-Metal Worker, Maintenance  
25.55  
23910 - Small Engine Mechanic  
18.39  
23930 - Telecommunication Mechanic I  
24.18  
23931 - Telecommunication Mechanic II  
24.65  
23950 - Telephone Lineman  
24.18  
23960 - Welder, Combination, Maintenance  
21.98  
23965 - Well Driller  
22.15  
23970 - Woodcraft Worker  
23.46  
23980 - Woodworker  
16.94  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
10.56  
24580 - Child Care Center Clerk  
15.14  
24600 - Chore Aid  
9.67  
24630 - Homemaker  
18.77

25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
19.51  
25040 - Sewage Plant Operator  
17.60  
25070 - Stationary Engineer  
22.08  
25190 - Ventilation Equipment Tender  
15.65  
25210 - Water Treatment Plant Operator  
17.60  
27000 - Protective Service Occupations  
(not set) - Police Officer  
17.78  
27004 - Alarm Monitor  
15.10  
27006 - Corrections Officer  
17.49  
27010 - Court Security Officer  
17.49  
27040 - Detention Officer  
17.49  
27070 - Firefighter  
17.20  
27101 - Guard I  
9.78  
27102 - Guard II  
11.68  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
18.26  
28020 - Hatch Tender  
18.26  
28030 - Line Handler  
18.26  
28040 - Stevedore I  
15.03  
28050 - Stevedore II  
16.74  
29000 - Technical Occupations  
21150 - Graphic Artist  
18.31  
29010 - Air Traffic Control Specialist, Center (2)  
29.01  
29011 - Air Traffic Control Specialist, Station (2)  
20.07  
29012 - Air Traffic Control Specialist, Terminal (2)  
22.09  
29023 - Archeological Technician I  
15.44  
29024 - Archeological Technician II  
17.29  
29025 - Archeological Technician III  
21.41  
29030 - Cartographic Technician  
23.96  
29035 - Computer Based Training (CBT) Specialist/ Instructor  
21.87

29040 - Civil Engineering Technician  
19.37  
29061 - Drafter I  
12.67  
29062 - Drafter II  
16.30  
29063 - Drafter III  
19.68  
29064 - Drafter IV  
23.44  
29081 - Engineering Technician I  
14.46  
29082 - Engineering Technician II  
18.64  
29083 - Engineering Technician III  
22.50  
29084 - Engineering Technician IV  
29.74  
29085 - Engineering Technician V  
32.60  
29086 - Engineering Technician VI  
39.41  
29090 - Environmental Technician  
17.36  
29100 - Flight Simulator/Instructor (Pilot)  
27.16  
29160 - Instructor  
23.55  
29210 - Laboratory Technician  
17.68  
29240 - Mathematical Technician  
23.44  
29361 - Paralegal/Legal Assistant I  
16.22  
29362 - Paralegal/Legal Assistant II  
19.00  
29363 - Paralegal/Legal Assistant III  
23.25  
29364 - Paralegal/Legal Assistant IV  
28.09  
29390 - Photooptics Technician  
21.31  
29480 - Technical Writer  
19.98  
29491 - Unexploded Ordnance (UXO) Technician I  
18.49  
29492 - Unexploded Ordnance (UXO) Technician II  
22.37  
29493 - Unexploded Ordnance (UXO) Technician III  
26.81  
29494 - Unexploded (UXO) Safety Escort  
18.49  
29495 - Unexploded (UXO) Sweep Personnel  
18.49  
29620 - Weather Observer, Senior (3)  
20.23  
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
19.09

29622 - Weather Observer, Upper Air (3)  
19.09  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver  
15.11  
31260 - Parking and Lot Attendant  
7.47  
31290 - Shuttle Bus Driver  
12.74  
31300 - Taxi Driver  
10.78  
31361 - Truckdriver, Light Truck  
12.74  
31362 - Truckdriver, Medium Truck  
16.15  
31363 - Truckdriver, Heavy Truck  
18.11  
31364 - Truckdriver, Tractor-Trailer  
18.11  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
11.45  
99030 - Cashier  
10.35  
99041 - Carnival Equipment Operator  
11.72  
99042 - Carnival Equipment Repairer  
12.46  
99043 - Carnival Worker  
9.33  
99050 - Desk Clerk  
13.16  
99095 - Embalmer  
18.49  
99300 - Lifeguard  
10.35  
99310 - Mortician  
18.49  
99350 - Park Attendant (Aide)  
13.01  
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
12.22  
99500 - Recreation Specialist  
16.11  
99510 - Recycling Worker  
15.77  
99610 - Sales Clerk  
9.92  
99620 - School Crossing Guard (Crosswalk Attendant)  
9.03  
99630 - Sport Official  
10.35  
99658 - Survey Party Chief (Chief of Party)  
22.44  
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
16.81  
99660 - Surveying Aide  
12.27

99690 - Swimming Pool Operator  
 12.87  
 99720 - Vending Machine Attendant  
 11.34  
 99730 - Vending Machine Repairer  
 13.52  
 99740 - Vending Machine Repairer Helper  
 11.34

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 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 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

ATTACHMENT 2

ATTACHMENT #1

The following pages consist of the Cover Letter and the Past Performance Questionnaire. Instructions for using these forms are included in the "Notice to Vendors"

**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: \_\_\_\_\_ (completed by quoter)

\_\_\_\_\_

RE: Past Performance Questionnaire  
Solicitation # \_\_\_\_\_

The U.S. Army Corps of Engineers is soliciting Refuse Collection & Disposal services at Kanopolis Lake Project. 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 e-mail or fax to:

e-mail: marianne.schrik@usace.army.mil  
fax: 816-426-5169

Thank you in advance for your assistance in making this a "best value" procurement. Should you have any questions, please feel free to contact me at (816) 983-3848

Sincerely,

MARIANNE SCHRIK  
Contract Specialist



**PAST PERFORMANCE QUESTIONNAIRE**

SOLICITATION FOR REFUSE  
COLLECTION AND DISPOSAL SERVICES  
KANOPOLIS LAKE PROJECT MARQUETTE, KANSAS

**SECTION 1: (To be completed by Offeror)**

CONTRACTOR/COMPANY NAME: \_\_\_\_\_

CONTRACT NUMBER(S): \_\_\_\_\_  
(complete only if a Government Contract)

LOCATION: \_\_\_\_\_

VALUE: \_\_\_\_\_ DATES: \_\_\_\_\_

**SECTION 2: (To be completed by Reference)**

**A. Quality of Services:**

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

- Excellent
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Timeliness of Performance:**

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

- Yes
- No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Customer Satisfaction:**

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

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Would you hire this contractor again?

- Yes
- No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**ATTACHMENT #2**

**STATEMENT OF EXPERIENCE  
AND PERSONAL INFORMATION**

This form shall 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 offeror'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.

On a separate sheet of paper, describe work experience relating to the following minimum qualifications necessary to perform the duties of Refuse Collection and Disposal Services:

- a. Ability to diplomatically deal with the public on a daily basis.
- b. Ability to be self-motivated.
- c. Ability to establish and implement a work plan that accomplishes the required work in a timely fashion.

\_\_\_\_\_  
Experience No.1

Contract/Work type:\_\_\_\_\_

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

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

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

Brief description of duties:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Experience No.2

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

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

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

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

Brief description of duties:

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

Experience No.3

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

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

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

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

Brief description of duties:

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