

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-4148-5500		PAGE 1 OF 79	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-T-0073	
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	
TEL: FAX:						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				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.				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>SEE SCHEDULE</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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Refuse Collection and Disposal FFP FY 05 Basic Contract for the service period 01 October 2004 - 30 September 2005 PURCHASE REQUEST NUMBER: W58XUW-4148-5500				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Refuse Collection and Disposal FFP Bloomington East and West (Portion), Cedar Ridge Day Use areas, 1 day per week 01 Oct 2004 - 16 Oct 2004	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Refuse Collection and Disposal FFP Bloomington East and West (Portion), Cedar Ridge, Day Use Areas, 5 days per week, 01 April - 30 September 2005	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Refuse Collection and Disposal FFP Bloomington East (Portion) Walnut, Hickory, Oak, Elm and Ash, 5 days per week, 01 May 2005 - 30 September 2005	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Refuse Collection and Disposal FFP Overlook Area, 5 days per week, 01 April - 30 September 2005	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Refuse Collection and Disposal FFP Outlet Area (5 days per week) 01 April - 30 September 2005	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Refuse Collection and Disposal FFP Rockhaven Area (2 days per week) 01 April - 30 September 2005	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Refuse Collection and Disposal FFP Woodridge Area (2 days per week) 01 April - 30 September 2005	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Refuse Collection and Disposal FFP Bloomington West Group Camp (2 days per week) 01 April - 30 September 2005	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Refuse Collection and Disposal FFP Bloomington West Group Camp - 1 day per week, 01- 16 October 2004	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Refuse Collection and Disposal FFP Administration Area, 1 day per week, 01 Oct 2004 - 31 March 2005	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	Refuse Collection and Disposal FFP Administration Area, 2 days per week, 01 April - 30 September 2005	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Refuse Collection and Disposal FFP FY 06 Renewal Option (if exercised) For the service period 01 Oct 2005 - 30 Sept 2006				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Refuse Collection and Disposal FFP Bloomington East and West (Portion), Cedar Ridge, Day use areas, 1 day per week 01 - 16 Oct 2005	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Refuse Collection and Disposal FFP Bloomington East and West (Portion), Cedar Ridge, Day Use Areas, 5 days per week, 01 April - 30 September 2006	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Refuse Collection and Disposal FFP Bloomington East (Portion), Walnut, Hickory, Oak, Elm and Ash, 5 days per week 01 May - 30 September 2006	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Refuse Collection and Disposal FFP Overlook Area, 5 days per week, 01 April - 30 September 2006	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Refuse Collection and Disposal FFP Outlet Area, 5 days per week, 01 April - 30 September 2006	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Refuse Collection and Disposal FFP Rockhaven Area, 2 days per week, 01 April - 30 September 2006	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	Refuse Collection and Disposal FFP Woodridge Area, 2 days per week, 01 April - 30 September 2006	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH	Refuse Collection and Disposal FFP Bloomington West Group Camp, 2 days per week, 01 April - 30 September 2006	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ	Refuse Collection and Disposal FFP Bloomington West Group Camp, 1 day per week, 01 - 16 October 2005	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK	Refuse Collection and Disposal FFP Administration Area, 1 day per week, 01 Oct 2005 - 31 Mar 2006	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL	Refuse Collection and Disposal FFP Administration Area, 2 days per week, 01 April - 30 September 2006	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Refuse Collection and Disposal FFP FY 07 Renewal Option (if exercised), for the service period 01 Oct 2006 - 30 September 2007				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Refuse Collection and Disposal FFP Bloomington East and West (Portion), Cedar Ridge, Day Use Areas, 1 day per week, 01 Oct - 16 Oct 2006	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Refuse Collection and Disposal FFP Bloomington East and West (Portion), Cedar Ridge, Day Use Areas, 5 days per week 01 Apr - 30 September 2007	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Refuse Collection and Disposal FFP Bloomington East (Portion) Walnut, Hickory, Oak, Elm and Ash, 5 days per week, 01 May - 30 September 2007	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Refuse Collection and Disposal FFP Overlook Area, 5 days per week, 01 April - 30 September 2007	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Refuse Collection and Disposal FFP Outlet Area, 5 days per week, 01 April - 30 September 2007	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	Refuse Collection and Disposal FFP Rockhaven Area, 2 days per week, 01 April - 30 September 2007	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG	Refuse Collection and Disposal FFP Woodridge Area, 2 days per week, 01 April - 30 September 2007	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH	Refuse Collection and Disposal FFP Bloomington West Group Camp, 2 days per week, 01 April - 30 September 2007	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ	Refuse Collection and Disposal FFP Bloomington West Group Camp, 1 day per week, 01 - 16 Oct 2006	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK	Refuse Collection and Disposal FFP Administration Area, 1 day per week, 01 Oct 2006 - 31 Mar 2007	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL	Refuse Collection and Disposal FFP Administration Area, 2 days per week, 01 Apr - 30 September 2007	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Refuse Collection and Disposal FFP FY 08 Renewal Option (if exercised) for the period 01 Oct 2007 - 30 Sept 2008				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Refuse Collection and Disposal FFP Bloomington East and West (Portion), Cedar Ridge day use areas, 1 day per week 01 - 16 October 2007	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Refuse Collection and Disposal FFP Bloomington East and West (Portion), Cedar Ridge, Day Use Areas, 5 days per week 01 Apr - 30 September 2008	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Refuse Collection and Disposal FFP Bloomington East (Portion) Walnut, Hickory, Oak, Elm & Ash, 5 days per week 01 May 2008 - 30 September 2008	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Refuse Collection and Disposal FFP Overlook Area, 5 days per week, 01 April - 30 September 2008	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	Refuse Collection and Disposal FFP Outlet Area, 5 days per week, 01 Apr - 30 September 2008	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Refuse Collection and Disposal FFP Rockhaven Area, 2 days per week, 01 Apr - 30 September 2008	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	Refuse Collection and Disposal FFP Woodridge Area, 2 days per week, 01 Apr - 30 September 2008	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH	Refuse Collection and Disposal FFP Bloomington West Group Camp, 2 days per week, 01 Apr - 30 September 2008	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ	Refuse Collection and Disposal FFP Bloomington West Group, 1 day per week, 01 - 16 October 2007	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK	Refuse Collection and Disposal FFP Administration Area, 1 day per week, 01 Oct 2007 - 31 March 2008	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AL	Refuse Collection and Disposal FFP Administration Area, 2 day per week, 01 Apr - 30 September 2008	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Refuse Collection and Disposal FFP FY 09 Renewal Option (if exercised) for the service period 01 Oct 2008 - 30 September 2009				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Refuse Collection and Disposal FFP Bloomington East and West (portion), Cedar Ridge, Day Use Areas, 1 day per week, 01 - 16 Oct 2008	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Refuse Collection and Disposal FFP Bloomington East and West (Portion), Cedar Ridge Day Use Areas, 5 days per week, 01 Apr - 30 September 2009	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Refuse Collection and Disposal FFP Bloomington East (Portion) Walnut, Hickory, Oak, Elm and Ash, 5 days per week, 01 May - 30 September 2009	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	Refuse Collection and Disposal FFP Overlook Area, 5 days per week, 01 April - 30 September 2009	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	Refuse Collection and Disposal FFP Outlet Area, 5 days per week, 01 April - 30 September 2009	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	Refuse Collection and Disposal FFP Rockhaven Area, 2 days per week, 01 Apr - 30 September 2009	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG	Refuse Collection and Disposal FFP Woodridge Area, 2 days per week, 01 Apr - 30 September 2009	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH	Refuse Collection and Disposal FFP Bloomington West Group Camp, 2 days per week, 01 April - 30 September 2009	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ	Refuse Collection and Disposal FFP Bloomington West Group Camp, 1 day per week, 01 - 16 Oct 2008	3	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK	Refuse Collection and Disposal FFP Administration Area, 1 day per week, 01 Oct 2008 - 31 March 2009	6	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AL	Refuse Collection and Disposal FFP Administration Area, 2 days per week, 01 April - 30 September 2009	6	Months		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

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

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)

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

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Past Performance and Experience, when combined are 65% of the evaluation factor, with price being 35%.
- (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 forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

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

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

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer

software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 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 (Jun 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 (Jun 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)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

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

Funds are not presently available for performance under this contract beyond September 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 September 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)

52.237-1 SITE VISIT (APR 1984)

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

(End of clause)

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

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

(End of clause)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

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

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

www.arnet.gov

www.gsa.gov

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

www.gsa.gov

(End of clause)

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

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

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

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

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

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

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

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

“Registered in the CCR database” means that--

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of

its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

___ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

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

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

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

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

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

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

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

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

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

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

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

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

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

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

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

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

(End of clause)

CONTRACT SPECIALIST:	Marianne Schrik	PHONE: 816-983-3848	E-MAIL: Marianne.schrik@usace.army.mil
PROJECT MANAGER:	John B. Summey	PHONE: 785-843-7665	E-MAIL: John.b.summey@usace.army.mil

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)

STATEMENT OF WORK

REFUSE COLLECTION AND DISPOSAL

BLOOMINGTON EAST AND WEST, OVERLOOK, OUTLET, ROCKHAVEN,
WOODRIDGE AND ADMINISTRATION AREA.

CLINTON LAKE, LAWRENCE, KANSAS

NOTICE TO VENDORS

1. COMPLETING QUOTES:

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

2. FLOODING:

This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads there to being serviced by this purchase order. In the event that inundation materially affects the scope of work, the contractor will be requested to submit a pricing proposal covering the unserviceable or affected portion of his/her work in order that an equitable adjustment with the appropriate contract clause entitled "Changes." Payments for services not performed as a result of conditions stated above would be initially withheld until execution of an adjustment can be made by contract modification.

3. MAILING QUOTES:

Complete fill-ins and send or deliver all return pages to:

U.S.ARMY CORPS OF ENGINEERS

ATTN:

601 E 12TH ST. RM 760

KANSAS CITY, MO 64106-2896

IMPORTANT: Please mark the outside of your envelope
"CONTRACT PROPOSAL"

4. EVALUATION OF QUOTES:

In accordance with Simplified Acquisition Procedures, FAR part 13.106-2 "Evaluation of Quotations and Offers," the Contracting Officer will evaluate quotes and offers on the basis of best value to the Government. In addition to

using pricing as a determining factor, evaluations of the contractor's experience, and personal information will be considered. Refer to and complete Attachment # 1, "Statement of Experience and Personal Information."

An evaluation will be completed for each proposal received in response to this solicitation. Selection of a Contractor will be determined following a thorough assessment of the proposals submitted. The assessment will involve a determination by the Government of the overall merit of each Contractor's proposal, recognizing that subjective judgment on the part of the Government is implicit in the entire process. An award will be made to the offeror which is deemed responsible in accordance with FAR 9.1 and whose offer conforms to this RFQ and is determined to be the overall most advantageous to the Government, with price and other factors considered. The Government is more concerned with other factors than with making an award to the low offeror.

Offers to the RFQ will be evaluated using two factors. Past Performance and Price. The relative importance of Past Performance is approximately equal to that of Price. Past Performance will be evaluated for 1) the quality of services, 2) timeliness of performance, and 3) customer satisfaction on other contracts performed. These three categories will weigh equally with each other. Quoters should refer to Attachment # 2, "Past Performance Questionnaire and Cover Letter." Quoters are to send this cover letter and questionnaire to three references which can verify your performance on work similar in nature and complexity to the required services. The three references should return the forms directly to U.S.Army Corps of Engineers within three days of receipt, as specified in the cover letter. Additional information related to Past Performance may be obtained by the Government from sources other than the questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or to other parties. Quoters are to submit the names, addresses, and telephone numbers to their three references with the offer. The three references may be the same as, or may differ from those listed on Attachment # 1.

5. INSURANCE:

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

6. QUOTER TELEPHONE NUMBERS:

For the purpose of pre-award evaluation, persons submitting quotes must provide a telephone number (refer to page 1, block 17a) at which they can be contacted for a period of not less than two (2) weeks following the closing date of this solicitation. It shall be the responsibility of the quoter to notify the person designated (see blocks 3a and 3b) of any changes. Quotes from persons who cannot be contacted by telephone over a two-day period during normal office hours (8:00a.m. through 4:00 p.m. C.S.T.) within the two-week period following quote closing will be considered non-responsive and will be removed from further consideration.

7. SUBCONTRACTING SERVICES:

The Government will not award this contract to a quoter who intends to subcontract the work to another party. It is our intent that the quoter be an integral part of the work force throughout the performance of this contract.

8. WAGE RATES:

Wage rates are applicable and are furnished herein as Attachment # 3. Wage rates will not be included in electronically downloaded solicitations, but in this instance may be obtained upon request.

9. SITE VIST:

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

REFUSE COLLECTION AND DISPOSAL**CLINTON LAKE, LAWRENCE, KANSAS****PERFORMANCE WORK STATEMENT****C. 1 GENERAL INFORMATION**

Clinton Lake is located 1 mile west of Lawrence, Kansas, 45 miles west of Kansas City, and 20 miles east of Topeka, Kansas.

C.1.1 SCOPE OF WORK:

The services furnished under this contract shall consist of a pre-conference and the contractor shall furnish all personnel, equipment, labor, supplies, and services to provide, place, empty, clean/or repaint refuse containers listed below at Clinton Lake, near Lawrence, Kansas, as defined in this performance work statement (PWS). 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.

C.1.2 Contractor Personnel

C.1.2.1 Contractor Employees: The contractor shall not employ persons for work on this contract if such employee is identified to the contractor by the contracting officer as a potential threat to the health, safety, security, general well being, or operation mission of the installation and its population.

C.1.2.2 Contractor personnel shall present a neat appearance and be easily recognized as contractor employees.

C.1.2.3 While on duty, the contractor's employees shall wear shoes that are enclosed. Sandals or open shoes are prohibited.

C.1.2.4 The contractor shall make sure that employees have a valid licenses before starting work under this contract.

C.1.2.5 The Contractor's personnel shall be free of body odor and wear a clean uniform/clothing each day. Fingernails must be clean and free of dirt, and hair must be neatly combed. 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 (no shorts) and shoes shall be worn at all times. Clothing shall be clean and neat in appearance. Clothing displaying graphics, wording, advertising, etc shall not be worn.

C.1.2.6 Contractor personnel shall utilize **tact, diplomacy** and **courtesy** at all times during contact with the public.

C.1.3 POSTAWARD CONFERENCE:

After award, but prior to commencement of work, the Contractor shall contact the COR 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.

C.1.4 DOCUMENTS AND CORRESPONDENCE: After award, all documents and related correspondence shall be addressed to the COR at the Project Office.

C.1.5 QUALITY ASSURANCE: Quality Assurance is based on the premise that the contractor, not the Government, is responsible for the management and quality control actions to meet the terms of the contract.

C.1.5.1 The Contractor shall submit, in writing, for approval of the COR at the project, a detailed plan of operation to include equipment, personnel, refuse collection routes, and approximate time 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 14 calendar days after start of work. Any proposed deviation from the approved schedule shall be submitted in writing to the COR for approval prior to change.

C.1.5.2 QUALITY ASSURANCE SURVEILLANCE PLAN: A Quality Assurance Surveillance Plan (QASP) will be during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the plan at its own discretion. The Government develops the QASP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE)s.

C.1.5.3 If it becomes apparent to 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 submit a written plan demonstrating how the Contractor will meet the schedule. Such direction will be issued to insure that required services will be completed within the time frames specified.

C.1.6 QUALITY CONTROL:

C.1.6.1 The Contractor shall designate, in writing, a 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 designated employee(s) shall be qualified with full authority to act for, and on behalf of, the Contractor as necessary to ensure that the work described herein is performed in accordance with these specifications. The Contractor shall furnish the above written designation shall include the name(s), address(es), and telephone number(s) of the responsible individuals(s). The COR 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 COR's decision shall represent a final decision.

C.1.6.2 The Contractor shall furnish to the COR, a telephone number attended during normal business hours (7:30 a.m. to 4:00 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.1.7 In the event of unsatisfactory performance of specified work, the Contractor may be requested to re-perform the unsatisfactory services at no additional cost to the Government. Failure of the Contractor to perform the work will result in withholding of payment for the portion(s) of work not accomplished. Amounts to be withheld for work not performed or not performed to standard will be determined by prorating the amount of services satisfactorily performed against the amount of services required. Payment for services of less than one (1) month's duration shall be prorated at 1/30th of the monthly charges for each calendar day, except that the 31st day of any month shall not be included in the computation.

C.1.8 The Government reserves the right to cause the specified unsatisfactory work to be performed by a third party or Government personnel. The cost uncured thereby will be levied against the Contractor. (This amounts to a partial termination) (There is a modification done to reflect the reduction in work and money) Any time Government personnel 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. Such inefficiencies are determined as the direct cost to the Government for substitution of the Government personnel removed from their normal duties computed on an hourly basis at the applicable wage rate. Government personnel will be used only when time is of

the essence and the interests of the Government would not be served by securing a third party to perform the specified work.

C.1.9 As each AREA of work is accomplished, the Contractor, or his designated 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/her authorized representative. The Contractor shall indicate on the worksheet, any items not collected. Contractor Daily Worksheet forms will be furnished by the Government.

C.1.10 The Contractor or his designated employee(s) shall meet with the COR at the Project Office before beginning work, to coordinate his/her work schedule in compliance with the specifications and to arrange a satisfactory operating agreement.

C.1.11 PERIOD OF REQUIRED SERVICES: Services shall be performed in accordance with the following schedule, between the hours of 7:00 a.m. and 3:00 p.m. for the service period of 01 October through 30 September 2003. All work shall be accomplished within the time frames specified. Services rendered outside the time periods specified will not be compensated unless specifically approved in writing by the Contracting Officer or his/her authorized representative.

C.1.11.1 01 October through 31 March. Services shall be required once a week at the Administration and Overlook Areas, on Monday. 01 October through 16 October. Services shall be required once a week at Bloomington East and West (Portion), Cedar Ridge, Day Use Areas and Bloomington West Group Camp on Monday.

C.1.11.2 Services shall be performed in accordance with the following schedules.

<u>01 April through 30 September</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>THU</u>	<u>F</u>	<u>SA</u>
1. Overlook Area	x	x		x		x	x
2. Outlet Area	x	x		x		x	x
3. Rockhaven Area		x				x	
4. Bloomington East (Portion) (Hickory – Walnut – Oak Elm & Ash)	x	x	x		x	x	
5. Bloomington East & West (Portion) (Cedar Ridge, Day Use Areas)	x	x		x		x	x
6. Bloomington West Group Camp		x				x	
7. Woodridge Area		x				x	
8. Administration Area	x				x		
<u>01 October through 16 October</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>THU</u>	<u>F</u>	<u>SA</u>
1. Bloomington East & West (Portion), Cedar Ridge,	x						

Day Use Areas

- 2. Bloomington West Group x
Camp

C.1.11.3 The Contractor shall begin refuse collection work between 7:00 a.m. and 8:00 a.m. and shall work in a continuous operation until all work items are completed.

C.1.11.4 This contract shall be effective on 01 April (or date of award, if later) and shall remain in full force and effect through 30 September and 16 October.

C.1.11.5 Effective dates for full year renewal options (if included and exercised) shall be from 01 October through 30 September of the following year.

C.1.11.6 "As Ordered" services shall begin no later than 24 hours after receipt of telephone order (unless a later date is specified in the order).

C.1.12 General Safety requirements: In order to provide safety controls for protection to the life and health of employees and other persons; for the prevention of damage to property, materials, supplies, and equipment; and for the avoidance of work interruptions in the performance of this contract, the contractor shall comply with all pertinent provisions of Federal, state, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.

C.1.13 INSURANCE: The Contractor shall provide and maintain during the entire performance of the contract, at least the kinds and minimum amount of insurance required in the below. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained.

C.1.13.1 The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

C.1.13.2 The Contractor shall insert the substance of this clause in subcontracts under this contract that required work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

REQUIRED INSURANCE SCHEDULE

TYPE	AMOUNT
Worker's Compensation	Coverage complying with Applicable State Statute
Employers Liability -----	Minimum amount of \$100,000.00
General Liability on -----	Minimum limits of \$500,000.00
Per Comprehensive from of policy occurrence of bodily injury Which includes, but is not limited to, insurance for all work required herein.	
Comprehensive Automobile Liability-----	Minimum limits for \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury, and \$20,000.00 per occurrence for property damage.

Note: Coverage required above are minimums. If higher limits of coverage are required by State Statute, the Contractor shall be responsible for obtaining such additional coverage. Information regarding State requirements may be obtained by contracting.

C.1.14 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 daily 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.

C.2 Definitions and Acronyms: The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

Clean: As used generally, means removal of dirt or impurities. As used for acceptance of work means gleaming, free from dirt, contamination, or impurities; unsoiled, unstained, fresh and unused; having no flaws or roughness, clear, regular, or having few corrections.

Contracting Officer Representative (COR) means an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

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

Performance – Based Contract: (FAR2.101) Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise.

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

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

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

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

“Service Contract” means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service contract may cover services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. Some of the areas in which service contracts are found include the following:

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

“Shall” means the imperative. A task that must be complied with or performed.

C.3 Government – Furnished Supplies and Facilities:

C.3.1 The following consumable items will be furnished to the Contractor by the Government from stock.

1. Contractor’s Daily Worksheet
2. Gate Keys
3. Baseball cap
4. (6) 32 gal trash cans, shall be subject to a variation of +/- 2 at no change in the contract price.

C.3.2 The Government shall provide an area for storage of dumpsters during periods requiring fewer numbers. Other equipment must be stored off government property when not in use in the performance of the contract unless approved by the COR.

C.4 Contractor-Furnished Equipment and Supplies: The Contractor shall furnish all equipment and supplies necessary to perform these requirements not identified in section C.3 of this PWS as Government-Furnished supplies or facilities and as specifically identified in this section. All contractor-furnished equipment and supplies must be approved by the COR prior to initial use.

C.4.1 The Contractor shall furnish a two-axle (six wheeled) compactor-type truck having a gross weight not to exceed 30,000 lbs., suitably equipped and constructed so as to prevent the scattering of refuse along the route. The equipment shall be capable of retaining all waste and fluids without leakage.

C.4.2 The Contractor shall furnish all detergent, disinfectant, brushes and trash bags for 32 gal trashcans.

C.4.3 The Contractor shall furnish and deliver refuse containers (dumpsters, 2 cu. yd and 4 cu. yd) in accordance with the service schedule.

C.5 Specific Tasks: Refuse collection is directly related to public health and sanitation; therefore, it is essential that all refuse containers be serviced as specified. The Contractor shall assure that he/she has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his/her primary equipment. The Contractor shall notify the Contracting Officer within eight (8) hours of any such equipment failure and provide his/her 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/her authorized representative. **Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified.**

C.5.1 Dumpster Placement: Beginning 01 October 2003 or date of award, the contractor shall place dumpsters (numbers and locations) as listed below. Dumpsters shall be removed from park areas on the last date of required service in October. Beginning 01 April, the contractor shall place in the park areas the designated numbers of dumpsters for April level. Dumpsters shall be placed in park areas at locations designated by the COR. Beginning the last week in April, the contractor shall place in the parks, the designated number of dumpsters for summer level. All dumpsters shall be place by 01 May in areas designated by the COR. The areas subject to refuse collection under this procurement, and the approximate number of receptacles to be serviced is as follows:

Approximate No. of 2 & 4 cubic yard
Receptacles (dumpsters).

AREA

Approximate No. of Dumpsters

	Trash can	Holiday
4 cu. yd	2 cu. yd	32 gal.
<u>4 cu.</u>	<u>2cu</u>	

1. Overlook Area		1		3	
2. Outlet Area				2	
3. Rockhaven Area		1			
4. Bloomington East and West (Portion) (Cedar Ridge, Day Use Area)	4		1	1	2
5. Bloomington East (Portion) (Hickory – Walnut – Oak – Elm and Ash)	5		3		2
6. Bloomington West Group Camp 1			1		
7. Woodridge Area				1	
8. Administration Area		1			
TOTAL	13		6	6	4 0

C.5.1.1 Total number of dumpsters: Shall be subject to a variation of ± 2 at no change in the contract. Total number of additional dumpsters for Holidays (week) are four 4 cu. yd and 0, 2 cu. yd at no additional change in the contract. The number of dumpsters in each area/location shall be determined by the COR. 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.

C.5.1.2 Size substitution: Of dumpsters will be permitted to the following extent. At each specified dumpster location, substitution in 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. Size substitution must be approved by the Contracting Officer's Representative (COR).

C.5.2 Removal and Disposal:

C.5.2.1 The Contractor shall empty all refuse containers, and shall pick up all refuse from the immediate vicinity of the refuse containers. In addition, the Contractor shall pick up obvious and unsightly accumulations of refuse on or along side of roadways of the collection route, The Contractor shall clean up immediately any spillage of refuse, in the course of the handling operations. The Contractor shall return Refuse containers when emptied, to their original position, and the cover closed. Refuse containers that have been moved by visitors shall be emptied and returned to their proper location.

C.5.2.2 The Contractor shall transport and dispose all refuse from dumpsters off government property to a State-approved sanitary landfill or disposal point. The Contractor shall bear all cost in connection with this work. The contractor shall furnish monthly a receipt from a state approved sanitary landfill for disposal of refuse collected from areas serviced by this contract.

C.5.2.3 The Contractor shall clean containers so they are free of stains and odors.

C.5.2.4 During summer months, the contractor shall thoroughly clean and disinfect equipment used for hauling to keep it free of residue and odor and to present a clean appearance. In the event of a disagreement relating to the need for cleaning equipment and /or dumpsters, the Contracting Officer's decision shall represent a final decision.

C. 5.2.5 The Contractor shall deliver and place dumpsters be in park areas at locations designated by the Contracting Officer, and shall maintained them in good repair and appearance. The Contractor shall remove and

replace damaged or unsightly dumpsters 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.

C.5.3 Dumpster type and condition:

C.5.3.1 The Contractor shall furnish dumpsters equipped with plastic or rubber type lids. Dumpsters shall be freshly painted when initially placed in use. Color shall be Brown/Cedar or a color agree with the (COR). The Contractor shall maintain the appearance and function of the dumpster. The contractor will not be required to repaint each dumpster more than once per year unless the dumpsters are damaged or disfigured by accidents, vandalism, etc. Capacity shall be 2 & 4 cubic yards.

C.5.4 Marking of Dumpsters: The Contractor shall stencil or place a sign on each dumpster in a position clearly visible, indicating (“Refuse only”, “No Parking”, “No Fish”, “Do not dispose of fish in dumpsters-clean fish and dispose of fish remains at fish cleaning stations”. Sign shall be lettered with 1” letters or larger. The Contractor shall maintain the legibility of markings. Sign or stenciling shall be approved by COR.

C.5.5 Dumpster Location: Locations of dumpsters within each park are designated in Technical Exhibit 3. The locations designated are areas where dumpsters are normally located, however, the contractor may be required to relocate dumpsters within each park on an as needed basis to accommodate special events and unusual circumstances. The Contractor shall relocate dumpsters on regular service days, to the areas designated by the COR.

C.5.6 Disposal of Tires: The Contractor shall dispose of tires left at the Administration Area Dumpster. Tires that have been disposed of on Government property and are collected by Government personnel.

Technical Exhibit

Dumpster location within each Park

NOTE: Listed below are the locations where dumpsters will normally be placed. The number of dumpster locations and the number of dumpsters in each location may vary at times to accommodate special events and unusual circumstances. Dumpster locations shall be determined by the Contracting Officer or his/her authorized representative.

1. Overlook Area:

Picnic Shelter # 1 Parking Lot, one 4 cu. yd dumpster
Overlook parking lot, Three (3) trashcans

1 April thru 30 September – One 4 cu. yd dumpster and three trashcans
1 Oct thru 31 March – One 4 cu. yd dumpster and three trashcans

2. Outlet Area:

32 gal trash cans at each vault toilet

1 April thru 30 September

3. Rockhaven Area:

One 4 cu. yd dumpster at self pay station area

1 April thru 30 September

4. **Entrance Bloomington East
Dump Station Area:**

One 2 cu. yd dumpster

1 April thru 30 September

5. **Boat Ramps 5 & 6 Area:**

One 4 cu. yd dumpster, parking lot area top of boat ramp 5

1 April thru 30 September

6. **Boat Ramp # 7 Area:**

One 4 cu. yd dumpster, behind wooden flush toilet parking lot

1 April thru 30 September

7. **Boat Ramp # 4 Area:**

One 32 gal trash can north side of parking lot

1 April thru 30 September

8. **Bloomington West
Group Camp Area:**

One 4 cu. yd and one 2 cu. yd dumpster at picnic shelter

1 April thru 15 October

9. **Cedar Ridge Park:**

One 4 cu. yd dumpster behind shower building, and bring in another 4 cu. yd dumpster on holiday week.

1 April thru 15 October

10. **Hickory Park:**

Two 4 cu. yd dumpsters, east side of shower building parking lot and one 4 cu. yd dumpster upper hickory entrance. And add one 4 cu. yd dumpster, located at upper Hickory on holiday week.

1 May thru 30 September

11. **Walnut Park:**

Two 4 cu. yd dumpsters, east entrance of park, and one 4 cu. yd dumpster, located at parking lot by playground on holiday week.

1 May thru 30 September

12. Oak Park:

One 2 cu. yd dumpster located at entrance of park by first vault toilet.

1 May thru 30 September

13. Elm & Ash Group Camps Areas:

Two 2 cu. yd dumpsters located at picnic shelter. One dumpster at each picnic shelter.

1 May thru 30 September

14. Beach Area:

One 4 cu. yd dumpster north side of parking lot west of wooden restroom. And add another 4 cu. yd dumpster on holiday week.

1 April thru 15 October

15. Administration Area:

One 4 cu. yd dumpster located at the entrance of core yard.

12 month a year

16. Woodridge Area:

One 2 cu. yd dumpster located by vault toilet

1 April thru 30 September

Total Number of Dumpsters, and Size:

1. (13) - - 4 cu. yd size dumpsters
2. (6) - - 2 cu. yd size dumpsters
3. (Holiday week) Additional number of dumpsters

(4) - - 4 cu. yd dumpsters and (0) - - 2 cu. yd dumpsters

Total dumpsters shall be subject to a holiday variation at no change in the contract price.

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 12TH 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 Clinton 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:

fax:

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)

Sincerely,

PAST PERFORMANCE QUESTIONNAIRE

SOLICITATION FOR REFUSE
COLLECTION AND DISPOSAL SERVICES
CLINTON LAKE PROJECT LAWRENCE, 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:_____

Contact person at the site:_____ Telephone#:_____

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

Brief description of duties:

Experience No.3

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone#: _____

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

Brief description of duties:

WAGE RATES

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 Division of
Director 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 wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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