

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
W58XUW-4128-3955

PAGE 1 OF 80

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912DQ-05-T-0001	6. SOLICITATION ISSUE DATE 13-Aug-2004
7. FOR SOLICITATION INFORMATION CALL:	a. NAME EMMA J NEVINS		b. TELEPHONE NUMBER (No Collect Calls) 816-983-3825	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 20 Sep 2004

9. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG 601 E 12TH ST CT-C RM 757 KANSAS CITY MO 64106-2896 TEL: 816-983-3836 FAX: 816-426-5777	CODE W912DQ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO STOCKTON PROJECT OFC RR 3, BOX 260C STOCKTON MO 65785-9416 TEL: FAX:	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/ OFFEROR	CODE	18a. PAYMENT WILL BE MADE BY	CODE
TEL.	FACILITY CODE		

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input checked="" type="checkbox"/>	29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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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
SEE SCHEDULE					

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
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32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Section SF 1449 - CONTINUATION SHEET

NOTICE TO VENDORS

**NOTICE TO VENDORS
REFUSE COLLECTION SERVICES**

NOTE: Vendors, Offerors, Bidders, and Quoters all mean the same. Offers, bids, quotes and proposals all mean the same.

A. Vendors must offer on ALL ITEMS and entire quantities contained in the basic contract period and all renewal options to be considered for award. Bids received not complying with this requirement will be considered non-responsive and will be rejected. **Award will be made to only one Contractor.**

B. Vendor's attention is directed to FAR 52.214-10 CONTRACT AWARD – SEALED BIDDING, AND FAR 52.212-2 wherein are procedures for EVALUATION OF COMMERCIAL ITEMS. The Government will award a contract resulting from this solicitation to the responsible bidder whose bid conforms to the solicitation and will be most advantageous to the Government, cost and other related factors considered.

C. Vendor's attention is directed to FAR 52.214-5000, wherein are procedures for correction of Arithmetic Discrepancies.

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

E. Existing Wage Rates (**Attachment #3**).

F. SITE VISIT: Some of these areas receive heavy use. Campers and day-users will be present on weekdays. It will be necessary for the Contractor to perform the work in close proximity. Bidders are urged to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonable obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The Stockton Project Office, U. S. Army of Engineers, is located 16435 E. Stockton Lake Dr. Stockton, Missouri. Telephone (417) 276-3113.

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

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

I. The Contractor shall furnish proof of required insurance (See Section C.1.4) in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance shall be delivered to the Contracting Officer's Representative either at the pre-work conference, or prior to starting work on the first day of the service period.

J. **In addition**, in accordance with FAR Part 52.212-2 Evaluation – Commercial Items (Jan 1999), the Contracting Officer will evaluate responsible offers on the basis of best value to the Government. The Government is more

concerned with other factors than making an award to the low bidder. In addition to using pricing as a determining factor, evaluations of the contractor's related experience and past performance will be considered.

Factor 1) Past Performance (relative importance = 25%)

Past Performance will be rated by the quality of services, timeliness of performance, and customer satisfaction on other contracts performed. Bidders should refer to **Attachment #1, "Past Performance Questionnaire and Cover Letter."** **Bidders are to send this cover letter and questionnaire to three (3) references, which can verify your performance on work similar in nature, and complexity to the required services.** The three (3) references should return the forms (via fax) directly to the US Army Corps of Engineers within three (3) 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. **Bidders are to submit the names, addresses, and telephone numbers of their three (3) references with this offer.**

Factor 2) Related Experience (relative importance = 25%) Related Experience will be determined by the length of time (years and months) of work similar positions, performing duties similar in nature and complexity to the required services. **Attachment #2, STATEMENT OF EXPERIENCE AND PERSONAL INFORMATION.** Return Offeror's Statement of Contract/Work Experience. The attached form is provided and shall be completed. If additional space is needed, the form may be duplicated as necessary. Information describing the offeror's total 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 other training, which would enable you to better perform the work outlined in the specifications. Reference information should include the name and the current telephone number of individuals listed. Describe work experience relating to the following minimum qualifications necessary to perform mowing duties:

- a. Ability to determine the types of equipment necessary to satisfactorily perform the work.
- b. Ability to be self-motivated.
- c. Ability to establish and implement a work plan that accomplishes the required work in a timely fashion.

Factor 3) Pricing (relative importance = 50%)

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

K. For the purpose of pre-award evaluation, persons submitting quotes must provide a telephone number at which they can be contacted. It shall be the responsibility of the bidder to notify the person designated on page 1, Block 10A, of any changes. Bids from persons who cannot be contacted by telephone over a two-day period during normal office hours (8 a.m. through 4 p.m., C.S.T.) within the one-week period following bid closing shall be considered non-responsive and removed from further consideration, and the next higher bid shall be considered. **BIDDER MAY BE CONTACTED AT (_____)_____ - _____.**

L. The MINIMUM BID ACCEPTANCE PERIOD IS 60 CALENDAR DAYS. Bidders not conforming to the minimum period will be determined non-responsive.

M. REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY: FAR 52.209-5, Contractor must sign a Certificate of Procurement Integrity to be considered for award of contract that exceeds \$100,000.00 during life of contract.

IMPORTANT INFORMATION TO VENDORS: Hand carried proposals should be brought to Room 760, Federal Building. Offers submitted earlier than designed closing time, should also be delivered to Room 760, Federal Building. If you are mailing your offer, (allow time to be delivered in timely manner) mail it to:

US Army Corps of Engineers
Attn: Emma J. Nevins
601 E. 12th Street, Room 760
Kansas City, MO 64106-2896

When submitting a bid for a particular solicitation, please attach Notice to Bidder Form. On the envelope submitting your bid, it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be pasted on the LOWER left corner.

<i>Solicitation No.</i>	W912DQ-05-T-0001
<i>Offer Due</i>	Friday, September 20, 2004
<i>Time</i>	a.m. 4:00 p.m.
<i>Bid for</i>	Refuse Collection Service for Stockton Lake Project, Stockton, Missouri

PERFORMANCE WORK STATEMENT

SECTION C

PERFORMANCE WORK STATEMENT

Refuse Collection and Disposal Services
U.S. Army Corps of Engineers
Stockton Lake, Missouri

<u>SECTION</u>	<u>TITLE</u>
C-1	GENERAL INFORMATION
C-2	DEFINITIONS & ACRONYMS
C-3	GOVERNMENT-FURNISHED ITEMS
C-4	CONTRACTOR-FURNISHED ITEMS
C-5	SPECIFIC TASKS
TECHNICAL EXHIBIT #1	"PERFORMANCE REQUIREMENTS SUMMARY"
TECHNICAL EXHIBIT #2	"AREA MAPS" (available through mail, not internet)
TECHNICAL EXHIBIT #3	"DUMPSTER LOCATION"
TECHNICAL EXHIBIT #4	"COLLECTION SCHEDULE"

C-1

GENERAL INFORMATION

C.1.1 BACKGROUND. Stockton Lake is a flood control reservoir in Missouri, with numerous parks and lake access areas managed by or leased from the U.S. Army Corps of Engineers. Park areas at Stockton Lake Project offer a wide variety of recreation facilities including boat launching ramps, campgrounds, full service marinas, picnic areas, and sand swimming beaches. Many routine maintenance items are contracted to the private sector. Mowing, refuse collection, park attendant services, and facility cleanup are just a few of the activities that are performed by private contractors for the Corps of Engineers at Stockton Lake Project. Award will be a Firm-Fixed-Price (FFP), performance-based service contract.

C.1.2 SCOPE OF WORK. The Contractor shall provide all manpower, labor, equipment, materials/supplies, transportation, fuel, tools, supervision and other items and services necessary to provide refuse collection and disposal services for designated public use and administrative areas at the Stockton Lake Project, near Stockton, Missouri, as described in the attached performance work statement (PWS) and elsewhere within the solicitation. The Contractor shall perform to the standards in the contract. Services also consist of attending annual pre-work conferences, meetings as necessary, and preparing worksheets and invoices. A map of Stockton Lake can be found on the Internet at:

http://www.nwk.usace.army.mil/stockton/stockton_home.htm.

C.1.3 PERIOD OF PERFORMANCE. The Contractor shall perform services as ordered by the Government. The maximum 5-year duration of the contract includes renewal option periods which may or may not be exercised at the discretion of the Government, not of the Contractor. Following are the period(s) of performance:

BASE PERIOD:	01 October 2004 thru 30 September 2005
1 ST RENEWAL:	01 October 2005 thru 30 September 2006
2 ND RENEWAL:	01 October 2006 thru 30 September 2007
3 RD RENEWAL:	01 October 2007 thru 30 September 2008
4 TH RENEWAL:	01 October 2008 thru 30 September 2009

C.1.4 REQUIRED INSURANCE. In accordance with the FAR Clause 52.228-5 titled "Insurance-Work on a Government Installation" the Contractor shall obtain and maintain during the period of performance under this contract the following kinds and minimum amounts of insurance*:

Workmen's Compensation

Coverage complying with applicable State statute**

Employer's Liability

Minimum \$100,000

Commercial General Liability

Minimum \$500,000 per occurrence

Commercial Automobile Liability

Minimum \$200,000 per person

Minimum \$300,000 per occurrence for bodily injury

Minimum \$ 20,000 per occurrence for property damage

* Reference FAR 28.307-2 Liability, subparagraphs a,b,c.

** Missouri Division of Insurance, phone #(573)751-4126

Division of Workers Compensation, phone #(800)775-2667

NOTE: Coverage listed above are minimums only. If higher limits of coverage are required by State statute, the Contractor shall be responsible for obtaining such additional coverage.

- C.1.5 POST-AWARD ("PRE-WORK") CONFERENCE.** After award, but prior to start of services, the Project Office will arrange a Post-Award/Pre-Work conference to be held at the Project. The purpose of the conference is to discuss contract requirements and details of contract performance, in order to develop a mutual understanding of both. A Pre-Work conference will likely be held each season prior to start of services under any renewal options that may be exercised. Additional meetings may be held as necessary. The Government reserves the right to schedule meetings with the Contractor. Meetings shall be scheduled to take place at the Project Office as necessary to ensure strict compliance with the terms of the contract, to coordinate work schedules in compliance with the contract specifications, and to arrange a satisfactory operating agreement.
- C.1.6 DOCUMENTS AND CORRESPONDENCE.** After award, all documents and related correspondence shall be routed through the Contracting Officer's Representative (COR) located at the Stockton Lake Project Office.
- C.1.7 PAYMENT.** Payment will be made monthly in accordance with the Prompt Payment Act (Public Law #100-496). As stated in this law, the Government has 30 days after the date of invoice receipt in the correct office, or after constructive acceptance, whichever of the two dates is last. The only time constructive acceptance will be used is if actual acceptance occurs before constructive acceptance. Constructive acceptance is deemed to occur on the seventh calendar day after delivery. Under the terms of this contract, invoices are to be submitted monthly to:

US Army Corps of Engineers
Stockton Lake Project Office
16435 East Stockton Lake Drive
Stockton, MO 65785.

Payment shall be made via Electronic Funds Transfer (EFT) into the Contractor's banking account. The Contractor will be provided a blank 'direct deposit' form at the Pre-Work meeting. This form shall be completed by the Contractor to enable EFT. Payment will not be made for services not performed.

C.1.8 CONTRACTOR PERSONNEL.

- C.1.8.1 **MINIMUM MANPOWER REQUIREMENT:** The Contractor and employees/staff shall personally perform, or provide personal superintendence of the performance of, duties under this contract (no subcontracting). The Contractor shall maintain a sufficient number of staff/employees to perform the required services. In the event the Contractor is unable to perform contract duties, the Government reserves the right to terminate the contract.
- C.1.8.2 **CONTRACTOR PERSONNEL:** Contractor personnel shall present a neat appearance and be fully clothed at all times while performing services ordered under the contract. "Fully clothed" shall be deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times: except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the safe performance of services or for the application of various approved chemicals (if any). The Contractor shall provide own attire. Contractor personnel shall utilize tact, diplomacy, and courtesy at all times during contact with the public and with Government personnel. The Contracting Officer's Representative reserves the right to disapprove any individual whom he/she considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice. Any such decision is final. Any illegal or criminal activity on the part of the Contractor or staff, employees, or other personnel may result in termination of the contract. In order to assure that the required services be performed at an acceptable level, the Contractor shall designate in writing a responsible on-site representative of each work crew, who shall serve as a contact for matters involving quality, performance, or nonperformance of required services assigned to that crew. In the absence of a designated on-site representative, or if the designated on-site representative is not present, the Contractor warrants that any and all members of each work crew are qualified and fully competent with full authority to act for, and on behalf of, the Contractor, to insure the required work is performed in strict accordance with the contract specifications. The Government reserves the right to

discuss mowing and trimming matters with any Contractor employee on-site and currently employed by the Contractor.

C.1.9 EQUIPMENT BREAKDOWN: Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. It shall be the responsibility of the Contractor to assure that he or she has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of primary equipment.

C.1.10 QUALITY CONTROL (CONTRACTOR'S RESPONSIBILITY).

- C.1.10.1 The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the Project. The Quality Control Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the Contractor must be maintained and made available to the Government during contract performance.
- C.1.10.2 The Contractor shall designate, in writing, a responsible on-site representative of each work crew who shall serve as a contact for matters involving quality, performance or non-performance of the required work assigned to that crew. The representative shall have the authority to correct non-performance. The Contracting Officer may disapprove any individual whom he considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice, and the Contracting Officer's decision shall represent a final decision.
- C.1.10.3 The Contractor shall furnish to the Project Manager, a telephone number attended during normal business hours of 7:30 a.m. through 4:00 p.m. CST to which calls concerning performance or other contractual matters can be placed. For the purpose of time and date, a message will be deemed delivered to the Contractor at such time as it is delivered to the number provided by the Contractor.
- C.1.10.4 As each item of work is completed, the Contractor's representative at the job site shall enter the time that the item of work was completed on a Contractor's Daily Worksheet. Completed and signed worksheets shall be delivered each day work is performed, as directed by the Contracting Officer's Representative. Contractor Daily Worksheet forms will be furnished by the Government.

C.1.11 QUALITY ASSURANCE (GOVERNMENT'S RESPONSIBILITY).

- C.1.11.1 QUALITY ASSURANCE PLAN (QAP). A Quality Assurance Plan will be used during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government develops the QAP, and the Project Office administers the plan through Quality Assurance Evaluators (QAEs).
- C.1.11.2 GOVERNMENT SURVEILLANCE PLAN. The Government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government. Typical procedures might include random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.
- C.1.11.3 INSPECTIONS. According to the Inspection of Services clause (52.246-4 Inspection of Services-Fixed Price), the Government reserves the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government will perform inspections and tests in a manner that will not unduly delay the work.
- C.1.11.4 UNSATISFACTORY PERFORMANCE. If any of the services do not conform to contract requirements, the Government may request the Contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) reduce the contract price to reflect the reduced value of the services performed. NOTE: If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may by contract, or otherwise: (1) perform the services and charge to the Contractor any cost incurred by the government that is directly related to the performance of such service, or (2) terminate the contract in whole or in part. The Government reserves the right to cause the specified work to be performed by a third party or Government personnel and the cost incurred thereby will be levied against the Contractor. Any time Government personnel are used because of Contractor's nonperformance, the cost levied against the Contractor will include all direct costs associated with the performance of the specified work the direct cost to the Government for substitution of the Government personnel removed from their normal duties is computed on an hourly basis at the applicable wage rate.

Government personnel will be used only when time is of the essence and the interests of the Government would not be served by securing a third party to perform the specified work.

- C.1.12 OTHER CONTRACTS.** The Contractor shall not commit or permit any act which may interfere with the performance of work by another Contractor or Government employee(s).
- C.1.13 VOLUNTEERS.** Volunteers may be utilized in the parks. Volunteers receive and follow instructions from a Government representative, not the Contractor. The Contractor should not consider any volunteer as his/her employee.
- C.1.14 CONTRACTOR PETS.** The Contractor shall be liable for any damages or injuries caused by their pets. When outside, pets shall be on a leash at all times.
- C.1.15 SMOKING POLICY.** Smoking is not allowed in all Government buildings, including shower buildings, vault toilets, etc. Smoking is not allowed by the Contractor while in direct contact with the public.
- C.1.16 FIREARMS AND WEAPONS.** The Contractor shall not possess, during the performance of this contract, any item, including firearms, that can be used as a weapon. Title 36 regulates firearms on Federal property.
- C.1.17 SAFETY AND SECURITY.** Appropriate measures shall be taken to protect the general public from accidental injury. All services shall be performed in accordance with applicable safety requirements set forth in Corps of Engineers Manual EM-385-1-1, "Safety and Health Requirements Manual" and supplements thereto (copies are available from the Project Office). ANY EQUIPMENT OR MATERIALS NOT IN CONFORMITY WITH THE SAFETY MANUAL SHALL BE REMOVED FROM GOVERNMENT PROPERTY IMMEDIATELY. The Contractor will be expected to take a vital interest in safety, hazard, and educate their employees to work and plan their work safely. Proper driving techniques and defensive driving will be practiced to prevent vehicle accidents and property damage. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Federal, State, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose. Any injury, property damage equipment malfunction or safety hazard observed by the Contractor shall be immediately reported to the Project personnel. To assist the

visiting public in reclaiming lost articles, the Contractor shall turn in to the Project Office all property left by visitors and found during the performance of duties. The Contractor shall report any instance of vandalism, facilities not operating property, or facilities in need of repair to the Project Office. The Contractor shall open and close gates within the contract boundary areas. The Contractor shall securely lock any gate that is opened by him/her, upon completion of the required work, or upon completion of the workday. The Contractor shall safeguard all Government property. Government-furnished keys may be provided to the Contractor. The Contractor shall establish and implement methods of making sure all keys issued by the Government to the Contractor for Contractor's use are not lost or misplaced, and are not used by unauthorized persons. The Contractor shall immediately report to the Contracting Officer or the COR any occurrences of loss, unauthorized use, or unauthorized duplication of keys. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required upon written direction of the Contracting Officer, to rekey or replace the affected lock or locks without cost to the Government. The Contractor shall safeguard keys issued to them to perform the services required by this contract. All keys shall be returned to the Government upon request and/or completion of the contract. Failure to return keys can result in withholding of payment.

NOTE: The road across the dam may be closed from time to time during the life of this contract. The closure of the dam may continue for several months under certain construction and/or maintenance circumstances. The Contractor shall be prepared to take an alternate route during these times, at no additional cost to the Government.

C.1.18 ENVIRONMENTAL CONTROLS.

- C.1.18.1 COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall be knowledgeable of, and shall comply with, all applicable Federal, State, and Local laws, environmental requirements, and instructions. The Contractor shall ensure policies and procedures are established that protect the health and safety of employees and the community to minimize or eliminate the risk of environmental pollution.
- C.1.18.2 HAZARDOUS MATERIALS: The Contractor is responsible for advising his/her employees of all Environmental and Hazardous Materials Handling, and is also required to provide to the COR the Material Safety Data Sheets (MSDS) for all materials used by the Contractor in accordance with Federal and State laws and/or regulations.

C.1.18.3 NOTIFICATION OF ENVIRONMENTAL SPILLS: If the Contractor or employee(s) of the Contractor spills or releases any substance into the environment, the Contractor shall immediately report the incident to the Environmental Coordinator (Mr. Greg Thomas, Park Ranger) in accordance with local procedures, and shall also notify the Contracting Officer's Representative (COR), or in his or her absence the Contracting Officer. The Contractor shall be liable for containment and environmental cleanup of the spill or release of such substance.

C.1.19 SUBCONTRACTING CONTROL STATEMENT.

The Contractor will be required to have approval by the Contracting Officer for any subcontracts in excess of \$1,000.00 prior to award. After award, any changes in subcontracts in excess of \$1,000.00 shall require approval by the Contracting Officer prior to award of subcontract.

C-2

DEFINITIONS & ACRONYMS

The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this Performance Work Statement.

Acceptable Level of Performance: The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot that can be considered satisfactory on the average. The allowable leeway or variance from a standard before the Government will reject the specific service.

Contracting Officer's Representative (COR): An individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

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

Performance-Based Contract: (FAR 2.101) Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise.

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

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

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

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

Service Contract: A contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service

contract may cover services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. Some of the areas in which service contracts are found include the following:

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

Shall: Means the imperative.

C-3

GOVERNMENT-FURNISHED PROPERTY & SUPPLIES

The Government shall furnish necessary keys and Contractor Worksheets for the use of the Contractor. The Government will provide designated area(s) for the Contractor's use for storage of dumpsters during periods of non-use.

C-4

CONTRACTOR-FURNISHED ITEMS & SERVICES

The Contractor shall furnish **all** equipment, supplies, items, labor, materials, services, etc. to accomplish the services specified in this PWS. All equipment must be approved by the Contracting Officer or the Contracting Officer's Representative prior to initial use. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

C.4.1 EQUIPMENT

The Contractor shall furnish a two-axle (six-wheeled) compactor type truck or compactor type trailer 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 CLEANERS

The Contractor shall furnish all detergent, disinfectant, and brushes. All supplies must be approved by the Contracting Officer's Representative (COR) prior to initial use.

C.4.3 CONTAINERS

The Contractor shall furnish and deliver refuse containers (dumpsters of 2, 4, or 6 cubic yard capacity, as specified) in accordance with the service schedule. In addition, all dumpsters will be painted of a uniform color as designated by the COR. NOTE: Dumpsters provided for the Power House site must have casters to ensure mobility (removal from inside Power House gates to outside the gates).

C.4.4 MANPOWER

The Contractor shall furnish all manpower necessary to accomplish the required work.

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 primary equipment. The Contractor shall notify the Contracting Officer within eight (8) hours of any such equipment failure and provide an alternate plan for collection of refuse during the repair period. Backup equipment need not be of the same type, nor meet the same requirement of the primary equipment, except as pertains to the scattering of refuse along the route; however, such equipment may be utilized **only** to accomplish the specified work of the contract while primary equipment is being repaired, for a period not to exceed 14 calendar days without prior approval of the Contracting Officer or his authorized representative. **Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified.**

C.5.1 DUMPSTER PLACEMENT:

The areas subject to refuse collection under this procurement, and the approximate number and sizes of receptacles to be serviced, are shown in Technical Exhibit #3, Dumpster Location. Beginning 01 October 2004 (or effective date of award), the Contractor shall place dumpsters at the locations as specified in Technical Exhibit #3, Dumpster Location. On the last date of service in November, the Contractor shall remove dumpsters not to be used during the months of December, January and February. Beginning 01 March, the Contractor shall again place the dumpsters. Dumpster locations shall be as designated by the COR.

C.5.1.1 SIZE SUBSTITUTION: Size substitution of dumpsters will be permitted to the following extent: At each specified dumpster location, substitution in the size and number of dumpsters required to achieve the necessary 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) prior to taking place.

C.5.1.2 NUMBERS: Total number of dumpsters shall be subject to a variation of +/- 2 dumpsters at no change in contract price. The number of dumpsters in each 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 to reduce the amount paid to the contractor.

C.5.2 REMOVAL AND DISPOSAL:

- C.5.2.1 COLLECTION:** The Contractor shall empty all refuse containers in accordance with Technical Exhibit #4, Collection Schedule, 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, with the covers closed. Refuse containers that have been moved by visitors shall be emptied and returned to their proper location by the Contractor.
- C.5.2.2 TRANSPORT AND DISPOSAL:** The Contractor shall transport and dispose of 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 receipts from a state-approved sanitary landfill for disposal of the refuse collected under this contract.**
- C.5.2.3 CLEANING OF EQUIPMENT:** The Contractor shall thoroughly clean 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 Representative's decision shall represent a final decision.
- C.5.2.4 DISPOSAL OF TIRES:** The Contractor shall dispose of tires left at dumpster locations, and from the Administrative, Maintenance, and Power Plant areas. Disposal shall be in accordance with all applicable local, state and federal regulations. Tires at these areas may be from maintenance of Government vehicles, or may have been left on Corps property and collected by Government personnel.

C.5.3 DUMPSTER TYPE AND CONDITION:

- C.5.3.1 DUMPSTER TYPE:** The Contractor shall furnish dumpsters equipped with plastic or rubber type lids. Dumpsters shall be freshly painted when initially placed in use. All dumpsters shall be of the same color, and must be approved by 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.

C.5.3.2 MARKING OF DUMPSTERS: The Contractor shall stencil or place a sign on each dumpster in a position clearly visible, indicating "Do not dispose of fish in dumpsters." Sign shall be lettered with 1" letters or larger. The Contractor shall maintain the legibility of markings. Sign or stenciling shall be approved by the COR.

C.5.3.3 CLEANING OF DUMPSTERS: The Contractor shall clean containers so they are free of stains and odors. If complaints are received from the public, the Contractor may be directed by the COR or his authorized representative to re-perform cleaning.

C.5.3.4 CONDITION OF DUMPSTERS: The Contractor shall deliver and place dumpsters 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. In the event dumpster(s) are vandalized and/or moved by the public, the Contractor bears the responsibility of retrieving, repairing and/or replacing the dumpster(s).

TECHNICAL EXHIBIT #1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Section (Para.)	Contract Requirement	Performance Standard	Lot Desc.	ALP (%)	Method of Surveillance
C.5.1	DUMPSTER PLACEMENT	Dumpsters placed in accordance with specifications.	each	4%	Random Sample
C.5.2	REMOVAL & DISPOSAL	Trash removed and disposed of in accordance with specifications.	each	4%	Random Sample
C.5.3	DUMPSTER CONDITION	Specifications adhered to.	each	4%	Random Sample

TECHNICAL EXHIBIT #2

AREA MAPS

(Maps are not available for downloading with this document from the Internet, but can be mailed to bidders upon request.)

TECHNICAL EXHIBIT #3**DUMPSTER LOCATION**

<u>AREA</u>	MARCH - NOVEMBER			DEC/JAN/FEB		
	<u>2 cu yd</u>	<u>4 cu yd</u>	<u>6 cu yd</u>	<u>2 cu yd</u>	<u>4 cu yd</u>	<u>6 cu yd</u>
ADMIN AREA	1		1	1		1
POWERHOUSE	1			1		
CRABTREE	1		1			
MASTERS	1		2			
CEDAR RIDGE	2		2			
HIGH POINT	1					
MUTT CR ACCESS	1		1			
GRNFLD ACCESS	1					
RUARK EAST	2		3			
RUARK WEST		1	3			
HAWKER PT	1		2			
OT NORTH	1		2			
OT SOUTH			3			
STOCKTON	3					
EAST OVERLOOK	1					
WEST OVERLOOK	1					
TOTALS	18	1	20	2	0	1

TECHNICAL EXHIBIT #4

COLLECTION SCHEDULE

<u>MONTH</u>	<u>OFFICE & POWERHOUSE</u>	<u>PARKS</u>	<u>NUMBER OF DUMPSTERS</u>		
			<u>2 CuYd</u>	<u>4 CuYd</u>	<u>6 CuYd</u>
JANUARY	every Monday*		2	0	1
FEBRUARY	every Monday*		2	0	1
MARCH	every Tuesday	1 st & 3 rd Tuesdays of month	18	1	20
APRIL	every Tuesday	every Tuesday	18	1	20
MAY	every Tuesday	every Tuesday & every Friday	18	1	20
JUNE	every Tuesday	every Tuesday & every Friday	18	1	20
JULY	every Tuesday	every Tuesday & every Friday	18	1	20
AUGUST	every Tuesday	every Tuesday & every Friday	18	1	20
SEPTEMBER	every Tuesday	every Tuesday & every Friday	18	1	20
OCTOBER	every Tuesday	1 st & 3 rd Tuesdays of month	18	1	20
NOVEMBER	every Tuesday	1 st & 3 rd Tuesdays of month	18	1	20
DECEMBER	every Monday*		2	0	1

*NOTE - If any Monday pickup falls on a Holiday - pickup will be on the Tuesday following

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY 2005 Base Year FFP Provide Refuse Collection and Disposal Services, including supplying of collection containers, as specified for Stockton Lake Project, Stockton, Missouri. FY2005 Period of Performance: 01 October 2004 through 30 September 2005. PURCHASE REQUEST NUMBER: W58XUW-4128-3955		Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	FFP ADMINISTRATIVE AREA & POWERHOUSE - ALL YEAR. Services to be performed for Administration Area and Powerhouse as designed once per week every month for twelve months. Services shall be performed once weekly, every Tuesday, except the months of December, January and February during, which services shall be performed once weekly, every Monday. Exception: if Monday is a Holiday, pick up shall be on the Tuesday following. PURCHASE REQUEST NUMBER: W58XUW-4128-3955	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1	Months		

FFP
 PARKS & RECREATION AREAS - MARCH
 Services to be performed for designated park and recreational areas twice per month during March. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of March.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1	Months		

FFP
 PARKS & RECREATION AREAS - APRIL
 Services to be performed for designated park and recreational areas once per week during April. Services shall be performed once weekly, every Tuesday during April.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		5	Months		

FFP
 PARKS & RECREATION AREAS - MAY THROUGH SEPTEMBER
 Services to be performed for designated park and recreational areas twice per week during the months of May, June, July, August, and September. Services shall be performed twice weekly, every Tuesday and every Friday, during the months of May through September.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		2	Months		

FFP
 PARKS & RECREATION AREAS - OCTOBER & NOVEMBER
 Services to be performed for designated park and recreational areas twice per month during October and November. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of October and November.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		6	Each		

FFP
 ALL AREAS - SPECIAL PICK UPS
 Services to be performed for all areas, including Administration Area, Powerhouse, and designated park and recreational areas, as ordered during any time of the year. Maximum of six (6) orders per year. Normally special pick ups will be ordered on Holiday weekends or during special events which may generate excessive trash.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lump Sum		

OPTION
 FY 2006 First Option Year
 FFP
 Provide Refuse Collection and Disposal Services, including supplying of collection containers, as specified for Stockton Lake Project, Stockton, Missouri. FY2006 Period of Performance: 01 October 2005 through 30 September 2006.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION		12	Months		

FFP
 ADMINISTRATIVE AREA & POWERHOUSE - ALL YEAR. Services to be performed for Administration Area and Powerhouse as designed once per week every month for twelve months. Services shall be performed once weekly, every Tuesday, except the months of December, January and February during, which services shall be performed once weekly, every Monday. Exception: if Monday is a Holiday, pick up shall be on the Tuesday following.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION		1	Months		

FFP
 PARKS & RECREATION AREAS - MARCH
 Services to be performed for designated park and recreational areas twice per month during March. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of March.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	FFP PARKS & RECREATION AREAS - APRIL Services to be performed for designated park and recreational areas once per week during April. Services shall be performed once weekly, every Tuesday during April.	1	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	FFP PARKS & RECREATION AREAS - MAY THROUGH SEPTEMBER Services to be performed for designated park and recreational areas twice per week during the months of May, June, July, August, and September. Services shall be performed twice weekly, every Tuesday and every Friday, during the months of May through September.	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION		2	Months		

FFP
 PARKS & RECREATION AREAS - OCTOBER & NOVEMBER
 Services to be performed for designated park and recreational areas twice per month during October and November. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of October and November.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION		6	Each		

FFP
 ALL AREAS - SPECIAL PICK UPS
 Services to be performed for all areas, including Administration Area, Powerhouse, and designated park and recreational areas, as ordered during any time of the year. Maximum of six (6) orders per year. Normally special pick ups will be ordered on Holiday weekends or during special events which may generate excessive trash.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	FY 2007 Second Option Year FFP Provide Refuse Collection and Disposal Services, including supplying of collection containers, as specified for Stockton Lake Project, Stockton, Missouri. FY2007 Period of Performance: 01 October 2006 through 30 September 2007.		Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	FFP ADMINISTRATIVE AREA & POWERHOUSE - ALL YEAR. Services to be performed for Administration Area and Powerhouse as designed once per week every month for twelve months. Services shall be performed once weekly, every Tuesday, except the months of December, January and February during, which services shall be performed once weekly, every Monday. Exception: if Monday is a Holiday, pick up shall be on the Tuesday following.	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION		1	Months		

FFP
PARKS & RECREATION AREAS - MARCH
Services to be performed for designated park and recreational areas twice per month during March. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of March.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION		1	Months		

FFP
PARKS & RECREATION AREAS - APRIL
Services to be performed for designated park and recreational areas once per week during April. Services shall be performed once weekly, every Tuesday during April.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD OPTION		5	Months		

FFP
PARKS & RECREATION AREAS - MAY THROUGH SEPTEMBER
Services to be performed for designated park and recreational areas twice per week during the months of May, June, July, August, and September. Services shall be performed twice weekly, every Tuesday and every Friday, during the months of May through September.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE OPTION		2	Months		

FFP
PARKS & RECREATION AREAS - OCTOBER & NOVEMBER
Services to be performed for designated park and recreational areas twice per month during October and November. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of October and November.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF OPTION		6	Each		

FFP
 ALL AREAS - SPECIAL PICK UPS
 Services to be performed for all areas, including Administration Area, Powerhouse, and designated park and recreational areas, as ordered during any time of the year. Maximum of six (6) orders per year. Normally special pick ups will be ordered on Holiday weekends or during special events which may generate excessive trash.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION			Lump Sum		

FFP
 FY 2008 Third Option Year
 Provide Refuse Collection and Disposal Services, including supplying of collection containers, as specified for Stockton Lake Project, Stockton, Missouri. FY2008 Period of Performance: 01 October 2007 through 30 September 2008.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION		12	Months		

FFP
 ADMINISTRATIVE AREA & POWERHOUSE - ALL YEAR. Services to be performed for Administration Area and Powerhouse as designed once per week every month for twelve months. Services shall be performed once weekly, every Tuesday, except the months of December, January and February during, which services shall be performed once weekly, every Monday. Exception: if Monday is a Holiday, pick up shall be on the Tuesday following.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION		1	Months		

FFP
 PARKS & RECREATION AREAS - MARCH
 Services to be performed for designated park and recreational areas twice per month during March. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of March.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	FFP PARKS & RECREATION AREAS - APRIL Services to be performed for designated park and recreational areas once per week during April. Services shall be performed once weekly, every Tuesday during April.	1	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	FFP PARKS & RECREATION AREAS - MAY THROUGH SEPTEMBER Services to be performed for designated park and recreational areas twice per week during the months of May, June, July, August, and September. Services shall be performed twice weekly, every Tuesday and every Friday, during the months of May through September.	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION		2	Months		

FFP
 PARKS & RECREATION AREAS - OCTOBER & NOVEMBER
 Services to be performed for designated park and recreational areas twice per month during October and November. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of October and November.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION		6	Each		

FFP
 ALL AREAS - SPECIAL PICK UPS
 Services to be performed for all areas, including Administration Area, Powerhouse, and designated park and recreational areas, as ordered during any time of the year. Maximum of six (6) orders per year. Normally special pick ups will be ordered on Holiday weekends or during special events which may generate excessive trash.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Lump Sum		
OPTION	FY 2009 Fourth Option Year FFP Provide Refuse Collection and Disposal Services, including supplying of collection containers, as specified for Stockton Lake Project, Stockton, Missouri. FY2009 Period of Performance: 01 October 2008 through 30 September 2009.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		12	Months		
OPTION	FFP ADMINISTRATIVE AREA & POWERHOUSE - ALL YEAR. Services to be performed for Administration Area and Powerhouse as designed once per week every month for twelve months. Services shall be performed once weekly, every Tuesday, except the months of December, January and February during, which services shall be performed once weekly, every Monday. Exception: if Monday is a Holiday, pick up shall be on the Tuesday following.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION		1	Months		

FFP
PARKS & RECREATION AREAS - MARCH
Services to be performed for designated park and recreational areas twice per month during March. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of March.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION		1	Months		

FFP
PARKS & RECREATION AREAS - APRIL
Services to be performed for designated park and recreational areas once per week during April. Services shall be performed once weekly, every Tuesday during April.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION		5	Months		

FFP
 PARKS & RECREATION AREAS - MAY THROUGH SEPTEMBER
 Services to be performed for designated park and recreational areas twice per week during the months of May, June, July, August, and September. Services shall be performed twice weekly, every Tuesday and every Friday, during the months of May through September.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION		2	Months		

FFP
 PARKS & RECREATION AREAS - OCTOBER & NOVEMBER
 Services to be performed for designated park and recreational areas twice per month during October and November. Services shall be performed twice per month, on the 1st Tuesday and the 3rd Tuesday of October and November.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF OPTION		6	Each		

FFP

ALL AREAS - SPECIAL PICK UPS

Services to be performed for all areas, including Administration Area, Powerhouse, and designated park and recreational areas, as ordered during any time of the year. Maximum of six (6) orders per year. Normally special pick ups will be ordered on Holiday weekends or during special events which may generate excessive trash.

 NET AMT

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, state, or local) 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

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

Past Performance, Experience and Price

Experience and past performance, when combined, are approximately equal to cost or price.

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

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

(End of clause)

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

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

_____ TIN:-----

_____ TIN has been applied for.

_____ TIN is not required because:

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

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

- ___ 50 or fewer ___ \$1 million or less
- ___ 51 - 100 ___ \$1,000,001 - \$2 million
- ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

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

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

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

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

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

or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

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

FTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

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

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

Other End Products

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

(List as necessary)

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

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

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

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

(End of provision)

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

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

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the

Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(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).

__XX__ (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).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (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).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (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)).

____ (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.

(c) (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)

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

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

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

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

52.217-8 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 30 September 2009.

(End of clause)

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

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

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

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

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

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

Funds are not presently available for performance under this contract beyond 30 September 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 30 September 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)

52.252-1 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.gsa.gov

www.arnet.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.gsa.gov
www.arnet.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)

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

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

(End of Clause)

ATTACHMENTS

1. Past Performance Questionnaire and Cover Sheet.
2. Statement of Experience
3. Wage Rates

ATTACHMENT #1

PAST PERFORMANCE QUESTIONNAIRE
AND
COVER LETTER

Bidders should refer to the instructions in the "Notice to Bidders" and also to the following letter to provide information required for evaluation of past performance.

COVER LETTER

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

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

RE: Past Performance Questionnaire
Solicitation for Refuse Collection and Disposal Services
Stockton Lake Project, Missouri

The U.S. Army Corps of Engineers is soliciting refuse collection and disposal services for Stockton Lake Project, Missouri. We have requested that offerors interested in submitting quotes for these services send this letter along with the enclosed questionnaire to three references for past and/or present contracts relevant to the services required by this solicitation.

We request and appreciate your assistance in completing the questionnaire, so that we may evaluate the offeror's past performance. Please provide any comments or additional information which you deem relevant or important. At no time during the evaluation process or after award will your comments be revealed to the offeror.

Please complete and submit the questionnaire within three (3) days of receipt via fax to:

Emma Nevins
FAX #(816) 426-5169 or (816) 426-5777

Thank you in advance for your assistance in making this a "best value" procurement.

Sincerely,

Kansas City District
U.S. Army Corps of Engineers

PAST PERFORMANCE QUESTIONNAIRE

SOLICITATION FOR
REFUSE COLLECTION AND DISPOSAL SERVICES
STOCKTON LAKE PROJECT, MISSOURI

SECTION 1: (Bidder's information, to be completed by bidder)

CONTRACTOR/COMPANY NAME: _____
CONTRACT NUMBER(S): _____
(complete only if a Government Contract)
LOCATION: _____
VALUE: _____ DATES: _____

SECTION 2: (To be completed by reference)

A. Quality of Services:

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

- _____ Excellent
- _____ Very Good
- _____ Satisfactory
- _____ Marginal
- _____ Unsatisfactory

Comments:

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: _____

E-MAIL: _____

TELEPHONE: _____

ATTACHMENT #2

STATEMENT OF EXPERIENCE

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

EXPERIENCE #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 #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 #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: _____

EXPERIENCE #4

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties: _____

ATTACHMENT #3

WAGE RATES

94-2311 MO, SOUTHERN MISSOURI

WAGE DETERMINATION NO: 94-2311 REV (24) AREA: MO, SOUTHERN MISSOURI

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2312

REGISTER OF WAGE DETERMINATIONS UNDER	U. S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W.Gross	Wage Determination No.: 1994-2311
Director	Revision No.: 24
Division of	Date Of Revision: 07/22/2004
Wage Determinations	

State: Missouri

Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.03
01012 - Accounting Clerk II	9.99
01013 - Accounting Clerk III	11.21
01014 - Accounting Clerk IV	13.86
01030 - Court Reporter	12.26
01050 - Dispatcher, Motor Vehicle	12.26
01060 - Document Preparation Clerk	9.55
01070 - Messenger (Courier)	7.92
01090 - Duplicating Machine Operator	9.55
01110 - Film/Tape Librarian	10.04
01115 - General Clerk I	7.92
01116 - General Clerk II	8.86
01117 - General Clerk III	11.16
01118 - General Clerk IV	13.87
01120 - Housing Referral Assistant	14.07
01131 - Key Entry Operator I	8.86
01132 - Key Entry Operator II	9.68
01191 - Order Clerk I	8.86
01192 - Order Clerk II	11.61
01261 - Personnel Assistant (Employment) I	11.57
01262 - Personnel Assistant (Employment) II	11.78
01263 - Personnel Assistant (Employment) III	13.41
01264 - Personnel Assistant (Employment) IV	15.11
01270 - Production Control Clerk	14.36

01290	- Rental Clerk	10.15
01300	- Scheduler, Maintenance	11.21
01311	- Secretary I	11.28
01312	- Secretary II	12.62
01313	- Secretary III	14.07
01314	- Secretary IV	15.64
01315	- Secretary V	18.30
01320	- Service Order Dispatcher	10.78
01341	- Stenographer I	10.26
01342	- Stenographer II	11.73
01400	- Supply Technician	15.64
01420	- Survey Worker (Interviewer)	11.89
01460	- Switchboard Operator-Receptionist	8.67
01510	- Test Examiner	12.63
01520	- Test Proctor	12.63
01531	- Travel Clerk I	9.90
01532	- Travel Clerk II	10.66
01533	- Travel Clerk III	11.37
01611	- Word Processor I	9.74
01612	- Word Processor II	11.55
01613	- Word Processor III	12.94
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	11.21
03041	- Computer Operator I	11.21
03042	- Computer Operator II	12.94
03043	- Computer Operator III	15.40
03044	- Computer Operator IV	16.48
03045	- Computer Operator V	18.29
03071	- Computer Programmer I (1)	15.36
03072	- Computer Programmer II (1)	18.60
03073	- Computer Programmer III (1)	23.60
03074	- Computer Programmer IV (1)	27.62
03101	- Computer Systems Analyst I (1)	23.01
03102	- Computer Systems Analyst II (1)	27.08
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	11.21
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	14.39
05010	- Automotive Glass Installer	13.86
05040	- Automotive Worker	13.86
05070	- Electrician, Automotive	14.83
05100	- Mobile Equipment Servicer	12.47
05130	- Motor Equipment Metal Mechanic	15.22
05160	- Motor Equipment Metal Worker	13.86
05190	- Motor Vehicle Mechanic	15.22
05220	- Motor Vehicle Mechanic Helper	11.72
05250	- Motor Vehicle Upholstery Worker	13.50
05280	- Motor Vehicle Wrecker	13.86
05310	- Painter, Automotive	14.61
05340	- Radiator Repair Specialist	13.86
05370	- Tire Repairer	10.96
05400	- Transmission Repair Specialist	15.22
07000	- Food Preparation and Service Occupations	
(not set)	- Food Service Worker	8.03
07010	- Baker	11.94
07041	- Cook I	8.82
07042	- Cook II	9.45
07070	- Dishwasher	7.38
07130	- Meat Cutter	11.73
07250	- Waiter/Waitress	8.04
09000	- Furniture Maintenance and Repair Occupations	
09010	- Electrostatic Spray Painter	13.29
09040	- Furniture Handler	10.52
09070	- Furniture Refinisher	14.62
09100	- Furniture Refinisher Helper	12.95
09110	- Furniture Repairer, Minor	13.09

09130 - Upholsterer	13.29
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.06
11060 - Elevator Operator	7.82
11090 - Gardener	11.06
11121 - House Keeping Aid I	7.15
11122 - House Keeping Aid II	7.76
11150 - Janitor	9.46
11210 - Laborer, Grounds Maintenance	9.44
11240 - Maid or Houseman	7.15
11270 - Pest Controller	12.38
11300 - Refuse Collector	8.59
11330 - Tractor Operator	10.28
11360 - Window Cleaner	10.27
12000 - Health Occupations	
12020 - Dental Assistant	11.28
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.45
12071 - Licensed Practical Nurse I	10.86
12072 - Licensed Practical Nurse II	12.18
12073 - Licensed Practical Nurse III	13.63
12100 - Medical Assistant	11.00
12130 - Medical Laboratory Technician	11.19
12160 - Medical Record Clerk	9.27
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.17
12222 - Nursing Assistant II	9.18
12223 - Nursing Assistant III	10.02
12224 - Nursing Assistant IV	11.24
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.24
12311 - Registered Nurse I	16.97
12312 - Registered Nurse II	20.77
12313 - Registered Nurse II, Specialist	20.77
12314 - Registered Nurse III	25.14
12315 - Registered Nurse III, Anesthetist	25.14
12316 - Registered Nurse IV	30.10
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.07
13011 - Exhibits Specialist I	18.13
13012 - Exhibits Specialist II	22.20
13013 - Exhibits Specialist III	24.73
13041 - Illustrator I	18.13
13042 - Illustrator II	22.20
13043 - Illustrator III	24.73
13047 - Librarian	20.03
13050 - Library Technician	11.42
13071 - Photographer I	11.36
13072 - Photographer II	14.33
13073 - Photographer III	18.60
13074 - Photographer IV	22.74
13075 - Photographer V	28.58
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.65
15030 - Counter Attendant	7.65
15040 - Dry Cleaner	9.57
15070 - Finisher, Flatwork, Machine	7.65
15090 - Presser, Hand	7.65
15100 - Presser, Machine, Drycleaning	7.65
15130 - Presser, Machine, Shirts	7.65
15160 - Presser, Machine, Wearing Apparel, Laundry	7.65
15190 - Sewing Machine Operator	10.16
15220 - Tailor	10.74
15250 - Washer, Machine	8.39
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.08
19040 - Tool and Die Maker	20.47

21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	13.79
21020 - Material Coordinator	14.74
21030 - Material Expediter	14.74
21040 - Material Handling Laborer	11.24
21050 - Order Filler	10.87
21071 - Forklift Operator	11.17
21080 - Production Line Worker (Food Processing)	11.69
21100 - Shipping/Receiving Clerk	11.27
21130 - Shipping Packer	11.27
21140 - Store Worker I	8.93
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.97
21210 - Tools and Parts Attendant	11.69
21400 - Warehouse Specialist	11.69
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	16.80
23040 - Aircraft Mechanic Helper	12.94
23050 - Aircraft Quality Control Inspector	19.67
23060 - Aircraft Servicer	14.45
23070 - Aircraft Worker	15.30
23100 - Appliance Mechanic	17.69
23120 - Bicycle Repairer	10.96
23125 - Cable Splicer	18.12
23130 - Carpenter, Maintenance	14.14
23140 - Carpet Layer	16.54
23160 - Electrician, Maintenance	16.91
23181 - Electronics Technician, Maintenance I	14.63
23182 - Electronics Technician, Maintenance II	18.96
23183 - Electronics Technician, Maintenance III	19.91
23260 - Fabric Worker	13.09
23290 - Fire Alarm System Mechanic	16.74
23310 - Fire Extinguisher Repairer	13.26
23340 - Fuel Distribution System Mechanic	18.41
23370 - General Maintenance Worker	13.00
23400 - Heating, Refrigeration and Air Conditioning Mechanic	14.15
23430 - Heavy Equipment Mechanic	15.27
23440 - Heavy Equipment Operator	17.08
23460 - Instrument Mechanic	16.74
23470 - Laborer	11.34
23500 - Locksmith	13.32
23530 - Machinery Maintenance Mechanic	18.05
23550 - Machinist, Maintenance	14.39
23580 - Maintenance Trades Helper	11.45
23640 - Millwright	16.74
23700 - Office Appliance Repairer	15.98
23740 - Painter, Aircraft	15.28
23760 - Painter, Maintenance	14.18
23790 - Pipefitter, Maintenance	18.41
23800 - Plumber, Maintenance	17.95
23820 - Pneudraulic Systems Mechanic	16.74
23850 - Rigger	16.74
23870 - Scale Mechanic	15.07
23890 - Sheet-Metal Worker, Maintenance	16.67
23910 - Small Engine Mechanic	13.86
23930 - Telecommunication Mechanic I	16.74
23931 - Telecommunication Mechanic II	17.41
23950 - Telephone Lineman	16.74
23960 - Welder, Combination, Maintenance	13.84
23965 - Well Driller	15.22
23970 - Woodcraft Worker	16.74
23980 - Woodworker	12.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.50
24580 - Child Care Center Clerk	12.05
24600 - Chore Aid	7.90
24630 - Homemaker	13.88

25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.89
25040 - Sewage Plant Operator	16.08
25070 - Stationary Engineer	16.89
25190 - Ventilation Equipment Tender	12.30
25210 - Water Treatment Plant Operator	16.08
27000 - Protective Service Occupations	
(not set) - Police Officer	17.54
27004 - Alarm Monitor	11.14
27006 - Corrections Officer	14.42
27010 - Court Security Officer	15.21
27040 - Detention Officer	14.42
27070 - Firefighter	14.43
27101 - Guard I	8.31
27102 - Guard II	13.17
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.07
28020 - Hatch Tender	15.07
28030 - Line Handler	15.07
28040 - Stevedore I	14.60
28050 - Stevedore II	16.01
29000 - Technical Occupations	
21150 - Graphic Artist	19.07
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	14.57
29024 - Archeological Technician II	16.30
29025 - Archeological Technician III	20.18
29030 - Cartographic Technician	22.20
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.01
29040 - Civil Engineering Technician	18.84
29061 - Drafter I	11.97
29062 - Drafter II	13.90
29063 - Drafter III	18.13
29064 - Drafter IV	22.20
29081 - Engineering Technician I	12.38
29082 - Engineering Technician II	14.38
29083 - Engineering Technician III	18.75
29084 - Engineering Technician IV	22.96
29085 - Engineering Technician V	28.37
29086 - Engineering Technician VI	33.99
29090 - Environmental Technician	22.20
29100 - Flight Simulator/Instructor (Pilot)	27.08
29160 - Instructor	19.56
29210 - Laboratory Technician	16.86
29240 - Mathematical Technician	22.20
29361 - Paralegal/Legal Assistant I	13.83
29362 - Paralegal/Legal Assistant II	16.50
29363 - Paralegal/Legal Assistant III	20.78
29364 - Paralegal/Legal Assistant IV	25.17
29390 - Photooptics Technician	19.31
29480 - Technical Writer	26.39
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	18.33
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.54
29622 - Weather Observer, Upper Air (3)	15.40
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.56
31260 - Parking and Lot Attendant	9.74
31290 - Shuttle Bus Driver	13.38
31300 - Taxi Driver	9.23

31361 - Truckdriver, Light Truck	13.38
31362 - Truckdriver, Medium Truck	14.05
31363 - Truckdriver, Heavy Truck	15.85
31364 - Truckdriver, Tractor-Trailer	15.85
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.57
99030 - Cashier	7.25
99041 - Carnival Equipment Operator	8.43
99042 - Carnival Equipment Repairer	8.96
99043 - Carnival Worker	7.18
99050 - Desk Clerk	8.41
99095 - Embalmer	17.39
99300 - Lifeguard	10.19
99310 - Mortician	18.90
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.21
99500 - Recreation Specialist	11.65
99510 - Recycling Worker	9.71
99610 - Sales Clerk	9.97
99620 - School Crossing Guard (Crosswalk Attendant)	8.27
99630 - Sport Official	9.97
99658 - Survey Party Chief (Chief of Party)	16.25
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.56
99660 - Surveying Aide	9.40
99690 - Swimming Pool Operator	13.46
99720 - Vending Machine Attendant	8.10
99730 - Vending Machine Repairer	10.36
99740 - Vending Machine Repairer Helper	8.58

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

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

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

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

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

