

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-1282-1935		PAGE 1 OF 43	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW41-02-R-0003		6. SOLICITATION ISSUE DATE 12-Dec-2001
7. FOR SOLICITATION INFORMATION CALL			a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 10-Jan-2002 14:00
9. ISSUED BY USAED, KANSAS CITY 760 FEDERAL BUILDING 601 E 12TH STREET KANSAS CITY MO 64106 TEL: (816) 983-3845 FAX: (816) 426-5169		CODE W58XUW	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 0782 SIZE STANDARD: \$5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING		12. DISCOUNT TERMS
15. DELIVER TO MELVERN PROJECT OFC 31051 MELVERN LAKE PKWY MELVERN KS 66510-9179		CODE G5R0770	16. ADMINISTERED BY SEE ITEM 9				
17 a. CONTRACTOR/ OFFEROR CODE FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE		17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
TEL.		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" 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:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR			31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED	31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED		
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER		40. PAID BY	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE	42a. RECEIVED BY (Print)				
			42b. RECEIVED AT (Location)				
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS			

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY02 Basic Contract FFP - Mowing and trimming of Melvern Lake, Melvern, Kansas. All work shall be done in accordance with the terms and conditions for the service period 1 April 2002 through 30 September 2002. PURCHASE REQUEST NUMBER W58XUW-1282-1935				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Coeur D' Alene Area mowing and trimming FFP - Estimate is for 11 each. Mowings consisting of 15 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 April 2002 through 30 September 2002. PURCHASE REQUEST NUMBER W58XUW-1282-1935				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Arrow Rock Area mowing and trimming FFP - Estimate is for 11 each. Mowings consisting of 23 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 April 2002 through 30 September 2002. PURCHASE REQUEST NUMBER W58XUW-1282-1935				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Turkey Point Area mowing and trimming FFP - Estimate is for 11 each. Mowings consisting of 45 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 April 2002 through 30 September 2002. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Sundance Area mowing and trimming FFP - Estimate is for 11 each. Mowings consisting of 13 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 April 2002 through 30 September 2002. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Outlet Park Area mowing and trimming FFP - Estimate is for 11 each. Mowings consisting of 65 acres including Boyer area and North end of Dam per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 April 2002 through 30 September 2002. PURCHASE REQUEST NUMBER W58XUW-1282-1935	13.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Administration Area mowing and trimming FFP - Estimate is for 11 each. Mowings consisting of Coeur d' Alene picnic area, boat ramp and lagoon, and storage area, 41 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 April 2002 through 30 September 2002. PURCHASE REQUEST NUMBER W58XUW-1282-1935	13.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FY03 Renewal Option (If exercised) FFP - Mowing and trimming of Melvern Lake, Melvern, Kansas. All work shall be done in accordance with the terms and conditions for the service period 1 October 2002 through 30 September 2003. PURCHASE REQUEST NUMBER W58XUW-1282-1935				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Coeur D' Alene Area mowing and trimming FFP - Estimate is for 11 each. Mowings consisting of 15 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2002 through 30 September 2003. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Arrow Rock	11.00	Each		
	FFP - Estimate is for 11 each. Mowings consisting of 23 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2002 through 30 September 2003. PURCHASE REQUEST NUMBER W58XUW-1282-1935				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Turkey Point	11.00	Each		
	FFP - Estimate is for 11 each. Mowings consisting of 45 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2002 through 30 September 2003. PURCHASE REQUEST NUMBER W58XUW-1282-1935				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Sundance	11.00	Each		
	FFP - Estimate is for 11 each. Mowings consisting of 13 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2002 through 30 September 2003. PURCHASE REQUEST NUMBER W58XUW-1282-1935				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Outlet Park FFP - Estimate is for 13 each. Mowings consisting of 65 acres including Boyer area and North end of Dam per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2002 through 30 September 2003. PURCHASE REQUEST NUMBER W58XUW -1282-1935	13.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Administration Area FFP - Estimate is for 13 each. Mowings consisting of Coeur d' Alene picnic area, boat ramp and lagoon, and storage area, 41 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2002 through 30 September 2003. PURCHASE REQUEST NUMBER W58XUW -1282-1935	13.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FY04 Renewal Option (If exercised) FFP - For the service period 1 October 2003 through 30 September 2004. PURCHASE REQUEST NUMBER W58XUW -1282-1935				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Coeur D' Alene FFP - Estimate is for 11 each. Mowings consisting of 15 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2003 through 30 September 2004. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Arrow Rock FFP - Estimate is for 11 each. Mowings consisting of 23 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2003 through 30 September 2004. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Turkey Point FFP - Estimate is for 11 each. Mowings consisting of 45 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2003 through 30 September 2004. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Sundance FFP - Estimate is for 11 each. Mowings consisting of 13 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2003 through 30 September 2004. PURCHASE REQUEST NUMBER W58XUW -1282-1935	11.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Outlet Park FFP - Estimate is for 13 each. Mowings consisting of 65 acres including Boyer area and North end of Dam per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2003 through 30 September 2004. PURCHASE REQUEST NUMBER W58XUW -1282-1935	13.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	Administration Area FFP - Estimate is for 13 each. Mowings consisting of Coeur d' Alene picnic area, boat ramp and lagoon, and storage area, 41 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2003 through 30 September 2004. PURCHASE REQUEST NUMBER W58XUW -1282-1935	13.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FY05 Renewal Option (If exercised) FFP - For the service period 1 October 2004 through 30 September 2005. PURCHASE REQUEST NUMBER W58XUW-1282-1935				
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Coeur D' Alene FFP - Estimate is for 11 each. Mowings consisting of 15 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2004 through 30 September 2005. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Arrow Rock FFP - Estimate is for 11 each. Mowings consisting of 23 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2004 through 30 September 2005. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Turkey Point FFP - Estimate is for 11 each. Mowings consisting of 45 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2004 through 30 September 2005. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Sundance FFP - Estimate is for 11 each. Mowings consisting of 13 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2004 through 30 September 2005. PURCHASE REQUEST NUMBER W58XUW -1282-1935	11.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	Outlet Park FFP - Estimate is for 13 each. Mowings consisting of 65 acres including Boyer area and North end of Dam per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2004 through 30 September 2005. PURCHASE REQUEST NUMBER W58XUW -1282-1935	13.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Administration Area FFP - Estimate is for 13 each. Mowings consisting of Coeur d' Alene picnic area, boat ramp and lagoon, and storage area, 41 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2004 through 30 September 2005. PURCHASE REQUEST NUMBER W58XUW -1282-1935	13.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FY06 Renewal Option (If exercised) FFP - For the service period 1 October 2005 through 30 September 2006. PURCHASE REQUEST NUMBER W58XUW -1282-1935				
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Coeur D' Alene FFP - Estimate is for 11 each. Mowings consisting of 15 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2005 through 30 September 2006. PURCHASE REQUEST NUMBER W58XUW -1282-1935	11.00	Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Arrow Rock FFP - Estimate is for 11 each. Mowings consisting of 23 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2005 through 30 September 2006. PURCHASE REQUEST NUMBER W58XUW -1282-1935	11.00	Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Turkey point FFP - Estimate is for 11 each. Mowings consisting of 45 acres including lagoon per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2005 through 30 September 2006. PURCHASE REQUEST NUMBER W58XUW -1282-1935	11.00	Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	Sundance FFP - Estimate is for 11 each. Mowings consisting of 13 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2005 through 30 September 2006. PURCHASE REQUEST NUMBER W58XUW-1282-1935	11.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	Outlet Park FFP - Estimate is for 13 each. Mowings consisting of 65 acres including Boyer area and North end of Dam per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2005 through 30 September 2006. PURCHASE REQUEST NUMBER W58XUW-1282-1935	13.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	Administration Area FFP - Estimate is for 13 each. Mowings consisting of Coeur d' Alene picnic area, boat ramp and lagoon, and storage area, 41 acres per mowing. All work shall be done in accordance with the terms and conditions for the service period 1 October 2005 through 30 September 2006. PURCHASE REQUEST NUMBER W58XUW-1282-1935	13.00	Each		

NET AMT

NOTICE TO VENDORS

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

B. Bidders must complete all fill-ins and send or deliver all return pages, by the due date and time, to:

US Army Corps of Engineers
Attn: Alice Jeffres
601 E 12th Street Room 760

Bids must be received 10 Jan 2002
by 2:00 p.m.

Kansas City MO 64106-2896

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

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

D. The Contractor shall furnish proof of required insurance (see 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 prework conference, or prior to starting work on the first day of the service period.

E. **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 with 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.

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 #2, "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.

Related Experience will be determined by the length of time (years and months) of work in similar positions, performing duties similar in nature and complexity to the required services.

Factor 3) Pricing.

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 Contractor'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.

F. The purpose of pre-award evaluation, persons submitting quotes must provide a telephone number (refer to block 17a) at which they can be contacted for a period of one (1) week following the closing date of this solicitation. It shall be the responsibility of the bidder to notify the person designated (refer to block 3a and 3b) of any changes. Bids from persons who cannot be contacted by telephone over any two-day period during normal office hours (8:00 a.m. through 4:00 p.m. C.S.T.) within the one-week period

following the solicitation closing will be considered nonresponsive and will be removed from further consideration.

G. The Government will not award this contract to a bidder who intends to sub-contract the work to another party. It is our intent that the bidder be an integral part of the workforce throughout the entire performance period of this contract.

H. Wage rates are applicable and are furnished herein as Attachment #1. Wage rates are a separate file to be downloaded. Any questions please call Alice Jeffres (816) 983-3831.

I. Successful bidder must be registered with Central Contractor Registration before start of work. By submission of a bid, the bidder acknowledges the requirement that a prospective awardee must be registered in the CCR data base prior to award, during performance, and through final payment of any contract resulting from the solicitation. See Clause 252.204-7004.

J. QUANTITIES: The Government will not order quantities in excess of the maximum quantities shown. The estimated number of mowings shown in C.1.8.5 is based on past mowing experience at the project.

K. Melvern Project has three separate mowing contracts. In the event one contractor is awarded more than one contract, each contract shall be treated independently of any other. The Government reserves the right to order mowings from each contract to begin on the same day, to be completed simultaneously, in accordance with the schedule specified at Attachment 1 of each contract. The Contractor shall furnish for each contract awarded, sufficient equipment and manpower to complete the orders within the time frames specified.

L. If you want to request a site visit, additional technical information, please contact Terry Osborn at 785-549-3318.

PERFORMANCE WORK STATEMENT
Mowing and Trimming Services
Melvorn Lake Project

C.1 General Information

C.1.1 Background. Melvern Lake's 6,930 surface acres of water and 17,244 acres of adjacent land serve as the nucleus of recreational and natural resource activities for more than 500,000 visitors annually. Six parks managed by or leased from the U.S. Army Corps of Engineers, are conveniently located around the reservoir. Park areas at Melvern Lake offer a wide variety of recreation facilities including boat launching ramps, campgrounds, a full service marina, picnic areas, sand swimming beaches, and a visitor center. Many routine maintenance items are contracted to the private sector. Mowing, refuse collection, and facility cleanup are just a few of the activities that are performed by private contractors for the Corps.

C.1.2 Scope of Work: The Contractor shall provide all manpower, equipment, fuel, tools, supervision and other items and services necessary to provide mowing and trimming of public use areas at the Melvern Lake, approximately 4 miles west of Melvern, KS as described in the attached performance work statement (PWS) and elsewhere in the contract.

C.1.3 Post-Award Conference

After award, but prior to commencement of work, the Contractor shall contact the Contracting Officer's Representative, to arrange a mutually agreeable time to meet at the Melvern Project Office to review the requirements and details of the work.

C.1.4 REQUIRED INSURANCE: The Contractor shall provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the below. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained.

REQUIRED INSURANCE SCHEDULE

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

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

IOWA: Iowa Insurance Division, 515-281-3089
 KANSAS: Insurance Commissioner, Toll Free, 1-800-432-2484
 Division of Workers Compensation, 913-296-3071
 MISSOURI: Division of Insurance, 314-751-3365
 NEBRASKA: State Insurance Department, 402-471-2201

C.1.5 Quality Control

C.1.5.1 The Contractor will develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan will document how well the Contractor is meeting these needs and will be submitted for approval prior to work on this contract. The contractor must provide and maintain an inspection system acceptable to the government covering the services under this contract. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

C.1.5.2 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 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.1.5.3 The Contractor shall furnish to the Project Manager, a telephone number attended during normal business hours (8 a.m. - 4:30 p.m., CST) to which calls concerning performance or other contractual matters can be placed. 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.1.6 QUALITY ASSURANCE:

C.1.6.1 Quality Assurance Surveillance Plan.

A Quality Assurance Surveillance Plan (QASP) 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 QASP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE)s.

C.1.6.2 To the extent practicable, the government has the right to inspect and test all services called for by the contract. The government shall perform inspections and tests in a manner that shall not unduly delay the work.

C.1.6.3 In the event that an area is missed, or is not mowed, trimmed, or has not had grass or debris removed as specified, the Contractor agrees to return and re-perform the unsatisfactory or missed services immediately upon receipt of notice from the Contracting Officer or his Authorized Representative.

C.1.6.4 If any of the services do not conform to contract requirements, the government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, 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. Payment will not be made for work not performed or not performed to standard.

C.1.6.5 In addition, the Government reserves the right to cause the specified work to be performed by a third party or Government forces and the cost incurred thereby will be levied against the Contractor.

C.1.7 ORDERING OF SERVICES

C.1.7.1 Individual orders for required services will be issued by telephone to the Contractor or his responsible individual, and followed by confirmation in writing from the Contracting Officer or the Contracting Officer's Representative. Telephone orders will be considered issued at such time as it is delivered to the telephone number provided by the Contractor. The Contractor shall commence the ordered service(s) within 48 consecutive hours after receipt of verbal telephone order or date specified in the order (whichever is later), and complete the work in the time specified. The time allowed to complete the required services shall begin either as soon as the Contractor begins the mowing and trimming services, or at the end of the 48 consecutive hours after receipt of the order, whichever occurs first.

C.1.7.2 In the event adverse weather or ground conditions occur after placement of an order for services that would create unsafe working conditions or result in damage to vegetation or turf, the Contractor shall cease operations and contact project personnel. Work affected by adverse conditions

shall be stopped, restarted, or rescheduled at a mutually agreed upon time, to the extent possible. Payment will not be made for work not performed as a result of wet weather conditions unless an alternate date for services can be arranged, and services are performed.

C.1.7.3 The Government reserves the right to order any single item/sub-item individually, or any combination of items/sub-items per order, up to and including all items. However, no order shall be placed which totals less than one full workday. One workday shall be deemed to mean 8 man-hours for the purposes of this specification.

C.1.8 PERIOD OF PERFORMANCE

C.1.8.1. This Contract shall be effective on 1 April (or date of award, if later) and shall remain in full force and effect through 30 September. Effective dates of full-year renewal options (if exercised) shall be from 1 October through 30 September of the following year.

C.1.8.2 Mowing and trimming services shall be as-ordered for the service period 1 April through 30 September (and 1 October through 31 October and 1 April through 30 September if renewal option is exercised), Monday through Friday, between the hours of 8:30 a.m. and 6 p.m. Work will not be permitted on Saturdays, Sundays, and holidays unless this restriction is specifically waived in writing by the Contracting Officer or his authorized representative.

C.1.8.3 The Government anticipates that a mowing order for all Public Use Areas will be placed prior to the following holidays: Memorial Day, Fourth of July, and Labor Day.

C.1.8.4. All work shall be accomplished within the time frames specified above. Services rendered outside the time frames specified will not be compensated, unless this restriction is specifically waived in writing by the Contracting Officer or his authorized representative.

C.1.8.5 Time allowed to Complete Required Services, as specified in this performance work statement applies to the ordering of individual items. The term "required services," as applied to time allowed, shall be deemed to include all required trimming. Acreages shown are estimated. The Contractor shall be responsible for determining all acreages and conditions affecting the performance of the work.

AREAS, ACREAGES, QUANTITIES, AND TIME ALLOWED:

<u>AREAS:</u>	<u>ESTIMATED NUMBER OF MISC. ACRES</u>	<u>MAXIMUM NUMBER OF MOWINGS</u>	<u>TIME ALLOWED TO COMPLETE MOWINGS</u>
Coeur D' Alene, Arrow Rock, Turkey Point, & Sundance	96	11	2 days
Outlet Park, Boyer Area, North end of Dam, Administration Area, Coeur D' Alene Picnic Area, Boat Ramp and lagoon.	106	13	2 days

Total 202 4 days

Notes: The term "required services" as applied to time allowed, shall be deemed to include trimming around trees, shrubs, posts, buildings, and obstacles. Acreages shown above are estimated. The Contractor shall be responsible for determining all acreages and conditions affecting the performance of the work.

C.1.9 Contractor Personnel

C.1.9.1 All Contractor personnel shall be fully clothed, at all times, while performing these services. Clothing shall be clean and neat in appearance.

C.1.9.2 Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public.

C.1.10 Safety Requirements

C.1.10.1 Prior to beginning work on this contract the Contractor shall have an approved Accident Prevention Plan. This plan shall be in accordance with the most recent EM 385-1-1. The plan is intended to be a viable document and enhance the safety of Project staff and visitors. 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.

C.1.10.2 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.

C.1.10.3 Contractor vehicles shall be equipped with 4-way flashers and turn signals in operating condition. Flashers shall be activated when vehicles are parked alongside, or traveling slowly along roadways.

C.1.10.4 Any injury, property damage, equipment malfunction or safety hazard observed by the Contractor shall be immediately reported to the Project personnel.

C.1.10.5 Tractors and self-propelled mowers over twenty (20) drawbar horsepower and/or exceeding 1,000 pounds gross weight shall be equipped with an approved rollover-protection system, flashers, turn signals and seatbelts. Seatbelts shall be worn and flashers activated at all times when equipment is in operation. The Contractor's tractors and other slow-moving equipment shall be equipped with the slow-moving vehicle sign. All mowers and trimming equipment shall be equipped and maintained with safety chains, discharge-deflection devices, and/or other approved safety devices to prevent accidental damage or injury from objects thrown by mowers.

C.1.10.6 The Contractor shall take such measures to protect the public and property from foreign materials thrown from rotary mowers and other rotating equipment while operating in public use areas and on public roadways.

C.1.11 Other Contractors

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees. All work must be carefully planned and fitted not to interfere with such other work. The Contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by Government employees.

C.1.12 LOST ARTICLES, VANDALISM, FACILITIES MALFUNCTION: To assist the visiting public in reclaiming lost articles, all property left by visitors and found during contract operations shall be turned in to the Project Office. Any evidence of vandalism, instances of facilities not operating properly, or facilities in need of repair shall be reported immediately to Project personnel.

C.1.13 Coordination with the Project Office

During mowing periods, the Government reserves the right to schedule meetings with the Contractor. The meetings shall be scheduled at the Project Office, as necessary, to ensure strict compliance with the terms of the contract, to coordinate work schedules in compliance with the Scope of Work, and to arrange a satisfactory operating agreement.

C.1.14 SECURITY:

C.1.14.2 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.

C.1.14.2 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.

C.1.15 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.2 Definitions and Acronyms: The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

Acceptable Level of Performance (ALP): 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 means an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

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

Performance-Based Contract: (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 level of performance (ALP) for each work requirement.

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

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

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

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

- (a) Maintenance, overhaul, repair, 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 Equipment, Materials and Supplies. None

C.4 Contractor Furnished Equipment and Supplies The Contractor shall furnish all equipment 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 Mowers shall be tractor mounted rotary type, capable of producing a smooth even cut, with a cutting height adjustable from 2 to 6 inches. Sickle bar mowers may be used on lagoon inside slope trimming and on ditches inaccessible to other mowers. Blades shall be sharpened and/or replaced often enough to assure smooth grass cut. All mowers shall be constructed to distribute grass clipping evenly to prevent clumps or windrows.

C.4.2 Trimming equipment shall consist of power hand mowers, "weed-eaters" or other type power trimmers, weed whips, and other equipment and tools as may be appropriate for the task.

C.5 Specific Tasks

C.5.1- All mowing and trimming shall be completed in an area prior to moving to another area. Mowing shall be accomplished so that all turf areas are cut to a height between 3 and 5 inches, except that miscellaneous mowing areas shall be cut to a height between 4 and 6 inches as directed by the Contracting Officer or the Contracting Officer's Representative. The Government reserves the right to designate the starting point (area or items to be mowed first) when ordering services under this contract. Many regular and miscellaneous mowing areas consist of rocky terrain and will require an extensive amount of trimming and hand mowing where larger mowers cannot maneuver satisfactorily. Prospective bidders are encouraged to visit and fully inspect all areas, accesses, locations, terrain, etc. prior to bidding. The Government shall not be held accountable for mowing conditions which were not taken into account by prospective bidders. Mowing and trimming operations around buildings and roadsides shall be performed so grass clippings are thrown away from buildings and away from the road whenever possible.

C.5.2 Mowing

C.5.2.1 Areas surrounding lagoons shall be mowed two mower passes (approximately 12 feet) on the outside of the lagoon fence and mowed completely between the lagoon fence and the entrance roadway. Areas within lagoon fences shall be mowed and trimmed completely. The elevation of lagoons may fluctuate. Inside slopes shall be trimmed to the waters edge at any elevation, and may require cutting and trimming of vegetation by hand, power trimmers, or sickle-bar mowers.

C.5.2.2 Mowing within 20 feet of camp pads with pull-type batwing mowers will not be permitted.

C.5.2.3 Mowing operations shall not cause rutting or otherwise disturb existing turf. Tractors shall be operated in such a manner as to protect against the sod being torn by the tractor wheels on turns. Tractors used to pull mowing equipment shall not weigh in excess of 8000 lbs. All wheeled equipment used in the mowing process shall utilize pneumatic tires.

C.5.2.4 All mowers (large and small) shall be compatible with each other in mowing height and appearance of cut grass. After mowing, areas serviced under this contract shall present a neat, well-cared-for evenly mowed appearance, free from ruts or any unmowed strips or streaks.

C.5.3 Trimming:

C.5.3.1 Trimming is required in all areas except the miscellaneous mowing areas. Grass and weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lots, curbs, parking lot bumper blocks (both sides), sidewalks, boulders, playgrounds, beaches, boat ramps and other fixed obstacles.

C.5.3.2 Trimming height shall match surrounding area grass heights. All areas shall be trimmed simultaneously, or immediately following mowing, and in all instances shall be completed no later than 48 consecutive hours after mowing.

C.5.3.3 Immediately following trimming, the Contractor shall remove grass clippings or debris deposited as a result of mowing and trimming operations from all sidewalks, entrances into buildings, and building interiors. Grass clippings and debris shall not be left on sidewalks, etc. overnight, even if the trimming operations are not completed.

C.5.3.4 All camp pads, hydrant enclosures and dumpster enclosures are sprayed for vegetation control. The Contractor shall trim all dead vegetation and any grass and/or weeds growing along or within graveled camp pads, graveled hydrant enclosures and/or dumpster enclosures areas.

C.5.3.5 Extreme care shall be exercised when mowing and trimming around trees, bushes, shrubs, buildings, and other objects to insure that equipment does not come in contact with the object. All costs of repair or replacement in size, kind and type resulting from damage by the Contractor's equipment shall be borne by the Contractor. Repair or replacement shall occur with 30 calendar days of noticed damage.

C.6 Applicable Publications and Forms

C.6.1 MAP: Information on Melvern Lake can be found on the Internet at www.nwk.usace.army.mil

D.1. TECHNICAL EXHIBITS.

- A. Required Reports
- B. Quality Standards

TECHNICAL EXHIBIT A
REQUIRED REPORTS

Quality Control Program
List of Employees

TECHNICAL EXHIBIT B

QUALITY STANDARDS

In performing mowing and trimming services at the Melvern Lake Project, the contractor shall restore, replace, or repair all damaged trees, shrubs, plants, and grass to a condition as comparable to the original as possible through the use of materials and workmanship equal to or better in quality than originally used. If existing trees, plants, shrubs, and grass cannot be matched, the COR should be contacted prior to installation for approved variations.

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

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

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(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:

Factor 1) Past Performance

Factor 2) Related Experience

Factor 3) Pricing

Past performance and related experience, when combined, are 80% .

(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)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2001)

(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. 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--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. 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.

(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 or implied 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.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (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 or components:

(Contracting Officer shall check as appropriate.)

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

NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

NA (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).

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

NA (ii) Alternate I to 52.219-5.

NA (iii) Alternate II to 52.219-5.

NA (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

NA (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

NA (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

NA (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (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).

NA (ii) Alternate I of 52.219-23.

NA (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

NA (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

NA (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

NA (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

NA (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

NA (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NA (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

NA (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

NA (ii) Alternate I of 52.225-3.

NA (iii) Alternate II of 52.225-3.

NA (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

NA (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

NA (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

NA (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

NA (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

NA (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

NA (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

NA (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

(Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. - Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of Provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

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

(End of clause)

52.228-5 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.

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 2002. 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 2002, 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.

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.

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.

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

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

www.arnet.gov

www.gsa.gov

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

www.gsa.gov

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, 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 confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.com>.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

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

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

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

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

___ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

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

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

___ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C.10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

___ 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10.U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

___ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

___ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (___Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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

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

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

___ 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (___Alternate I) (MAR 2000) (___Alternate II) (MAR 2000) (10 U.S.C. 2631).

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

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

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.

NWK POC

CONTRACT SPECIALIST: Alice M. Jeffres PHONE: 816-983-3831 E-MAIL: Alice.M.Jeffres@usace.army.mil

PROJECT Terry Osborn PHONE: 785-549-3318 E-MAIL: Terry.L.Osborn@usace.army.mil

MANAGER:

ATTACHMENT #1

WAGE RATES

Wage rates are applicable and will be a separate file to download along with the solicitation.

ATTACHMENT #2
PAST PERFORMANCE QUESTIONNAIRE
AND COVER LETTER

The following pages consist of the cover Letter and the Past Performance Questionnaire. Instructions for using these forms are included in the “Notice to Vendors” section, in Paragraph E.

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

TO: _____ (completed by quoter)

RE: Past Performance Questionnaire
Solicitation # _____

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

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

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

e-mail: Alice.M.Jeffres@usace.army.mil
fax: (816) 426-5169 or (816) 426-5777, to ATTN: Alice Jeffres

Thank you in advance for your assistance in making this a “best value” procurement. Should you have any questions, please feel free to contact me at (816) 983-3831.

Sincerely,

ALICE M. JEFFRES
Contract Specialist
Supply and Services Team
Contracts Branch

Enc (1)

PAST PERFORMANCE QUESTIONNAIRE

SOLICITATION FOR
MOWING AND TRIMMING SERVICES
PUBLIC USE AREAS

MELVEN LAKE PROJECT

SECTION 1: (To be completed by Offeror)

CONTRACTOR/COMPANY NAME: _____

CONTRACT NUMBER(S): _____

(complete only if a Government Contract)

LOCATION: _____

VALUE: _____ DATES: _____

SECTION 2: (To be completed by Reference)

A. Quality of Services:

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

- Excellent
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

Comments:

B. Timeliness of Performance:

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

- Yes
- No

Comments:

C. Customer Satisfaction:

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

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

Comments:

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

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

Comments:

Would you hire this contractor again?

- Yes
- No

Comments:

COMPANY NAME: _____ ADDRESS: _____

YOUR NAME: _____

TELEPHONE: _____ E-MAIL: _____