

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-3349-4303		PAGE 1 OF 61		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-T-0044		6. SOLICITATION ISSUE DATE 15-Jan-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARIANNE SCHRIK			b. TELEPHONE NUMBER (No Collect Calls) 816-983-3843	8. OFFER DUE DATE/LOCAL TIME 01:00 PM 20 Feb 2004		
9. ISSUED BY CONTRACTING DIVISION 601 E. 12TH STREET ROOM 757 KANSAS CITY MO 64106-2896 TEL: FAX:		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input checked="" type="checkbox"/> 8(A) SIC: 0782 SIZE STANDARD:\$6M			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO USACE, KANSAS CITY DANIEL W HAYS KANOPOLIS LAKE PROJECT OFFICE 105 RIVERSI MARQUETTE KS 67464 TEL: 785-546-2294 FAX: 785-546-2200		CODE	W912DQ		16. ADMINISTERED BY			CODE
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY					CODE
TEL:		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
TEL:		EMAIL:						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		
				PARTIAL	FINAL			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)				
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

NOTICE TO VENDORS

NOTICE TO CONTRACTORS

READ THE CONTRACT IN ITS ENTIRETY – BEFORE YOU PLACE A QUOTE.

MOWING & TRIMMING

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

B. Vendor's attention is directed to clause 52.214-10 CONTRACT AWARD – SEALED BIDDING, and clause 52.217-5 wherein are procedures for EVALUATION OF OPTIONS. The Government will award a contract resulting from this solicitation to the responsible bidder whose bid conforms to the solicitation and will be most advantageous to the Government, cost and other related factors considered.

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

D. QUANTITIES: The Government will not order quantities in excess of the maximum quantities shown in this Scope of Work. For your information, the estimated number of mowing shown is based on past mowing experiences at the project, and current project needs.

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

F. Existing Wage Rates are attached.

G. SITE VISIT: Some these areas receive heavy use. Campers and day-users will be present on weekdays. It will be necessary for the Contractor to perform the work on close proximity. Bidders are urged to inspect the services where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonable obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The Kanopolis Project Office, U.S. Army Corps of Engineers, is located approximately 33 miles southwest of Salina, Kansas. Telephone (785) 546-2294.

H. Successful bidders must be registered with Central Contractor Registration before contract award, during performance, and through final payment. For registration information call 1-800-227-2423. Contractors shall provide DUNS Number and the Commercial and Government Entity code should be entered in block 16.

I. This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto to be serviced by this purchase order. In the event that inundation materially affects the scope of work, the Contractor shall be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order

that an equitable adjustment to purchase order price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes." Payment for services not performed as a result of conditions stated above shall be initially withheld until execution of equitable adjustment can be made by contract modification.

J. The Contractor shall furnish proof of required insurance (See Line 10 in Scope of Work) in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance shall be delivered to the Contracting Officer's Representative either at the pre-work conference, or prior to starting work on the first day service period.

K. **In addition**, in accordance with FAR Part 52.212-2 Evaluation – Commercial Items (Jan 1999), the Contracting Officer will evaluate responsible offers on the **basic of best value to the Government.** The Government is more concerned with other factors than making an award to the low bidder. In addition to using pricing as a determining factor, evaluations of the contractor's related experience and past performance will be considered.

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

Past Performance will be rated by the quality of services, timeliness of performance, customer satisfaction on other contracts performed. Bidders should refer to **Attachment #1**, "Past Performance Questionnaire and Cover Letter." **Bidders are to send this cover letter and questionnaire to three (3) references, which can verify your performance on work similar in nature, and complexity to the required services.** The three (3) references should return the forms (via fax) directly to U.S. Army Corps of Engineers within three (3) days of receipt, as specified in the Cover Letter. The government from other sources other than the questionnaire may obtain additional information related to past performance. 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) Relative Experience (relative importance = 25%) Relative Experience will be determined by the length of time (years and months) of work similar positions, performing duties similar in nature and complexity to the required services. D. Contractor is required to be CCR Registered by time of contract award in order to receive the award. **Attachment #2 pages, STATEMENT OF EXPERIENCE AND PERSONAL INFORMATION**, Return Offeror's Statement of Contract/Work. The attached form is provided and shall be completed. If additional space is needed, the form may be duplicated as necessary. Information describing the offeror's total contracting background, personal information and experience shall be provided. The Contractor information should only describe experience that directly pertains to the type of work set forth in this solicitation. Include details of other training, which would enable you to better perform the work outlined in the specifications. Reference information should include the name and the current telephone number of individuals listed. Describe work experience relating to the following minimum qualifications necessary to perform the work.

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

Factor 3) Pricing (relative importance = 50%)

An evaluation will be completed for each responsive bid 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.

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

M. The MINIMUM BID ACCEPOTANCE PERIOD IS 30 CALENDAR DAYS. Bidders not conforming to the minimum period will be determined non-responsive.

N. REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY: FAR 52.203-08, Contractor must sign a Certificate of Procurement Integrity to be considered for award of contract that exceeds \$100,000 during life of contract.

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

US Army Corps of Engineers

ATTN: Marianne Schrik

601 E. 12th Street, Room 760

Kansas City, MO 64106-2896

POINTS OF CONTACT:

Ralph K. Nelson Kanopolis Lake Project Office OF-KA 785-546-2294
E-mail: ralph.k.nelson@nwk02.usace.army.mil

Marianne Schrik Contracting Division CT-C 816-983-3848
E-mail: marianne.schrik@nwk02.usace.army.mil

STATEMENT OF WORK

SCOPE OF WORK

Mowing and Trimming Services, Kanopolis Lake Project

The Contractor's general duties and responsibilities are as follows:

1. PRE-WORK CONFERENCE: After award, but prior to the commencement of work, the Contractor shall contact the Project Manager to arrange a mutually agreeable time to meet at the Project Office for the purpose of discussing and developing and mutual understanding of the requirements and details of the work.
2. DOCUMENTS AND CORRESPONDENCE: After award, all documents and related correspondence must be routed through the Contracting Officer's Representative at the Project Office.
3. ORDERING OF SERVICES:
 - a. Mowing and trimming shall be as required, pursuant to individual orders issued by telephone and followed by confirmation in writing from the Contracting Officer or a designated Ordering Officer, to the Contractor or his responsible individual. The Contractor shall commence mowing within 48 consecutive hours after receipt of verbal telephone order or date specified in the order (whichever is later).
 - b. 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.
4. WORKMANSHIP:
 - a. In order to assure that the required services are performed in a strictly first-class manner, the Contractor shall designate, in writing, a responsible member of each work crew who shall serve as a contact for matters involving quality, performance or nonperformance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent with full authority to act for, and on behalf of, the Contractor as necessary to insure that the work described herein is performed in accordance with these specifications. The Contractor shall furnish the above written designation to the Contracting Officer's Representative at the Project no later than the first day of work. The designation shall include the name(s), address(es), and telephone number(s) of the responsible individual(s). The Contracting Officer reserves the right to disapprove any individual whom he considers to be incompetent to perform the work required. Such disapprovals will be given to the Contractor by written notice, and the Contracting Officer's decision shall represent final decision.
 - b. During mowing periods, the Contractor or his responsible individual shall meet with the Contracting Officer's Representative at the Project Office once during each mowing at a mutually agreed upon time, to coordinate his work schedule in compliance with the specifications and to arrange a satisfactory operating agreement.
 - c. After mowing, areas serviced under this contract shall present a neat, well cared for, evenly mowed appearance, free from any unmowed strips or streaks.
 - d. All Contractor personnel shall be fully clothed at all times while performing these services. "Fully Clothed" shall be deemed to mean that a shirt (or T-shirt), trousers and shoes shall be worn at all times. Clothing shall be clean and neat in appearance.
 - e. Tact, diplomacy, and courtesy shall be exercised at all times during contact with the public.

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

5. MOWING AND TRIMMING:

a. Mowing: All mowing shall be completed in an area prior to moving to another area. Mowing shall be accomplished to within but no closer than 12 inches + 6 inches of the trunk of any tree, bush, or shrub; and inanimate objects, such as walls, posts, signs, park equipment, or other such objects. Mowing will not be permitted when the ground is so wet that the mowing operations 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.

b. Trimming: All trimming shall be accomplished either simultaneously, or immediately following mowing, and in all instances shall be completed no later than 48 hours after mowing, except that this paragraph shall not be construed to alter the total time allowed as specified in Attachment 1, Power hand mowers, trimmers, etc. shall be utilized to complete the mowing and trimming around trees, bushes, shrubs, buildings, and other objects. Power hand mowers shall mow to within but no closer than 2 inches + 1 inch of the trunk of any tree, bush or shrub. Trees or other objects shall not be bumped or scraped by mowers. Trimming will be required around the trunks of trees, bushes, shrubs, buildings, and inanimate objects to the last blade of grass. Trimming shall be conducted in a manner that causes no damage to the trunks of trees, bushes and shrubs. Movable objects shall be moved and the area around and under such objects shall be mowed and/or trimmed. Immediately following trimming, such objects shall be returned to their original positions and sidewalks, entrances into buildings and building interiors shall be swept as needed to remove clippings.

6. CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES:

a. The Contractor shall furnish all manpower, mowing and trimming equipment, fuel, tools, and supplies necessary to accomplish the services specified herein.

b. Mowers shall be tractor mounted, multiple-spindle (lawn type) rotary, or flail; equipped with adjustable side-mounted skids; capable of producing a smooth, even cut; with a cutting height adjustable from 2 to 6 inches. Blades shall be sharpened and/or replaced often enough to assure smooth grass cut. If a batwing mower is used, each mower unit (or section shall have a minimum of two spindles. All mowers shall be constructed to distribute grass clippings evenly to prevent clumps or windrows.

c. 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.

d. All equipment shall be approved by the Project Manager prior to initial use.

e. The Contractor shall furnish to the Project Manager, a telephone number attended during normal Business hours (8 a.m. to 4:30 p.m. CST) to which calls concerning the ordering of services, 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.

f. Specialized equipment may be required to accomplish mowing in some areas. Approximately 25 acres of the area to be serviced consists of slopes of up to 1:3 for which mowing equipment having a low center of gravity and good stability may be required.

7. PERFORMANCE:

a. In the event that any area is missed or is not mowed (and trimmed) 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.

b. All mowing and trimming equipment shall be of sufficient size and number to accomplish the required work in the time allowed. If it becomes apparent to the Government during the Contractor's performance that the required mowing and/or trimming services may not be completed within the timeframes specified, the Contracting Officer may require the Contractor to provide additional labor and equipment at no further cost to the Government. Such direction will be issued to insure that the mowing and/or trimming services will be completed within the specified timeframes.

8. LOST ARTICLES, VANDALISM, FACILITIES MALFUNCTION: To assist the visiting public in reclaiming lost articles, all property left by visitors and found during mowing 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.

9. The Government reserves the right to install up to 50 additional features (instrumentation, etc.), per year (or 250 for the term of the contract) in the areas covered by this contract. These features will be mowed around and trimmed at no additional cost to the government.

10. INSURANCE – WORK ON A GOVERNMENT INSTALLATION

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

b. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the 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 is longer.

c. The Contractor shall insert the substance of this clause, including 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.

THE FOLLOWING SCHEDULE OF INSURANCE IS APPLICABLE:

a. Orders of \$10,000 to \$25,000

Type	Amount
Worker's Compensation	Coverage complying with applicable State Statute
Employer's Liability	Minimum amounts of \$100,000
Commercial General Liability	Minimum amounts of \$500,000
Commercial Automobile Liability	Minimum limits of \$200,000 per person & \$500,000 per accident for bodily injury & \$20,000 per accident for property damage

a. Orders under \$10,000

Type	Amount
Worker's Compensation	In accordance with applicable State Statute
Employer's Liability	In accordance with applicable State Statute
Commercial General Liability	In accordance with applicable State Statute
Commercial Automobile Liability	In accordance with applicable State Statute

c. NOTE: Coverage required under a, and b, (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: Purchasing Division and General Services
(Duncan MacIntyre), 515-281-5776

KANSAS: Insurance Commissioner, Toll Free, 800-432-2484

MISSOURI: Division of Insurance, 314-751-3365

NEBRASKA: State Insurance Department, 402-471-2201

11. PERIOD OF REQUIRED SERVICES:

a. Mowing and trimming services shall be as-ordered for the service period 1 April through 30 September (FY-04) and 1 October through 30 September (option years). Work will be accomplished Monday through Friday, between the hours of 7 a.m. and 6 p.m.

b. Work will not be permitted on Saturdays, Sundays, or Holidays, and shall not begin prior to 7 a.m., nor continue after 6 p.m., unless this restriction is specifically waived in writing by the Contracting Officer or his authorized representative.

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

12. GENERAL SAFETY REQUIREMENTS:

a. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of 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.

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

c. Tractors and self-propelled mowers over twenty (20) horse power and/or exceeding 1,000 pounds gross weight shall be equipped with an approved rollover-protection system, flashers, turn signals, and seat belts. Seatbelts shall be worn and flashers activated at all times when equipped with the slow-moving vehicle sign. All mowers and trimming 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.

d. The Contractor shall take such measures as necessary 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.

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

13. Invoices to be sent to:

U.S. Army Corps of Engineers
Kanopolis Project Office
105 Riverside Drive
Marquette, KS 67464

14. Payment may be made by Government credit card (if successful bidder currently accepts the card).

15. 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 the work in order that an equitable adjustment to contract price can be negotiated. 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.

16. SITE VISITS: Some of these areas receive heavy use. Therefore a site visit prior to quoting is highly recommended. Kanopolis Lake, KS, U.S. Army Corps of Engineers, telephone (785) 546-2294.

17. The contractor is responsible for any damage done to project features or facilities and will be required to repair or replace them to the satisfaction of the government.

ATTACHMENT 1

AREAS, ACREAGES, QUANTITIES AND
TIME ALLOWED

		ESTIMATED NUMBER OF	MAXIMUM NUMBER OF	TIME ALLOWED TO COMPLETE
AREA SERVICE	ACRES	MOWINGS	MOWINGS	REQUIRED
Embankment	120	5	8	3 Days

NOTES:

1. The term "required service" as applied to time allowed, shall be deemed to include trimming around trees, shrubs, posts, buildings and obstacles.

2. Estimated Acres: The quantity of acres to be mowed and trimmed is considered to be an estimate. It is the Contractor's responsibility to satisfy himself that Government "estimated" acreages are acceptable within 30 days of the first mowing.

3. The "estimated number of mowings" are what might be anticipated in a normal year. There is no guarantee that this number will be met or that it won't be exceeded, it is for illustrative purposes only.

BID RETURN PAGES

SUPPLIES OR SERVICES AND PRICES/COST

NON-PERSONAL SERVICES – Mowing and Trimming at Kanopolis Lake, Marquette, Kansas, in accordance with the terms of this contract, for the time periods, areas and quantities as shown below.

		ESTIMATED			
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY**</u>	<u>U/M</u>	<u>U/P</u>	<u>AMOUNT</u>
0001	FY-04 BASIC CONTRACT: For the service period 1 April through 30 September 2004				
0001AA	Embankment Area – 120 acres*	10	MWG	\$_____	\$_____
	Amount of Bid FY-04				\$_____
0002	FY-05 Renewal Option (if exercised) For the service period 1 October 2004 through 30 September 2005				
0002AA	Embankment Area – 120 acres*	10	MWG	\$_____	\$_____
	Amount of Bid FY-05				\$_____
0003	FY-06 Renewal Option (if exercised) For the service period 1 October through 2005 30 September 2006				
0003AA	Embankment Area – 120 acres*	10	MWG	\$_____	\$_____
	Amount of Bid FY-06				\$_____
0004	FY-07 Renewal Option (if exercised) For the service period 1 October through 2006 30 September 2007				
0004AA	Embankment Area – 120 acres*	10	MWG	\$_____	\$_____
	Amount of Bid FY-07				\$_____
0005	FY-08 Renewal Option (if exercised) For the service period 1 October through 2007 30 September 2008				
0005AA	Embankment Area – 120 acres*	10	MWG	\$_____	\$_____
	Amount of Bid FY-08				\$_____
TOTAL AMOUNT OF BID FY-04, FY-05, FY-06, FY-07, and FY-08					\$_____

(*) Acreages are Approximate

(**) This is the number of mowings that can be anticipated in a normal year. There is no guarantee that this number will be met or that it won't be exceeded. It is for bidding purposes only.

WAGE RATES

94-2215 KS,WICHITA

WAGE DETERMINATION NO: 94-2215 REV (22) AREA: KS,WICHITA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 94-2216**

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

| Wage Determination No.: 1994-2215
William W.Gross Division of | Revision No.: 22
Director Wage Determinations| Date Of Revision: 06/27/2003

State: Kansas

Area: Kansas Counties of Allen, Barber, Barton, Bourbon, Butler, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Comanche, Cowley, Crawford, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, Marion, McPherson, Meade, Mitchell, Montgomery, Morton, Neosho, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, Woodson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.57
01012 - Accounting Clerk II	11.52
01013 - Accounting Clerk III	14.57
01014 - Accounting Clerk IV	16.28
01030 - Court Reporter	17.06
01050 - Dispatcher, Motor Vehicle	14.94
01060 - Document Preparation Clerk	11.59
01070 - Messenger (Courier)	8.94
01090 - Duplicating Machine Operator	11.59
01110 - Film/Tape Librarian	10.66
01115 - General Clerk I	8.30
01116 - General Clerk II	9.87
01117 - General Clerk III	12.05
01118 - General Clerk IV	13.64

01120 - Housing Referral Assistant	14.83
01131 - Key Entry Operator I	10.54
01132 - Key Entry Operator II	11.52
01191 - Order Clerk I	10.45
01192 - Order Clerk II	11.14
01261 - Personnel Assistant (Employment) I	11.14
01262 - Personnel Assistant (Employment) II	12.52
01263 - Personnel Assistant (Employment) III	14.40
01264 - Personnel Assistant (Employment) IV	16.71
01270 - Production Control Clerk	17.23
01290 - Rental Clerk	10.66
01300 - Scheduler, Maintenance	10.89
01311 - Secretary I	10.89
01312 - Secretary II	12.52
01313 - Secretary III	14.54
01314 - Secretary IV	17.58
01315 - Secretary V	19.46
01320 - Service Order Dispatcher	12.93
01341 - Stenographer I	13.20
01342 - Stenographer II	14.84
01400 - Supply Technician	17.58
01420 - Survey Worker (Interviewer)	13.37
01460 - Switchboard Operator-Receptionist	9.91
01510 - Test Examiner	12.52
01520 - Test Proctor	12.52
01531 - Travel Clerk I	9.88
01532 - Travel Clerk II	10.40
01533 - Travel Clerk III	11.21
01611 - Word Processor I	10.57
01612 - Word Processor II	11.79
01613 - Word Processor III	13.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.16
03041 - Computer Operator I	13.61
03042 - Computer Operator II	14.70
03043 - Computer Operator III	18.81
03044 - Computer Operator IV	20.17
03045 - Computer Operator V	22.32
03071 - Computer Programmer I (1)	16.04
03072 - Computer Programmer II (1)	21.31
03073 - Computer Programmer III (1)	24.13
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.12
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.61
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.95
05010 - Automotive Glass Installer	18.15
05040 - Automotive Worker	18.15
05070 - Electrician, Automotive	18.96
05100 - Mobile Equipment Servicer	16.17
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.15

05190 - Motor Vehicle Mechanic	20.17
05220 - Motor Vehicle Mechanic Helper	15.16
05250 - Motor Vehicle Upholstery Worker	17.16
05280 - Motor Vehicle Wrecker	18.15
05310 - Painter, Automotive	18.96
05340 - Radiator Repair Specialist	18.15
05370 - Tire Repairer	15.62
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.39
07010 - Baker	10.68
07041 - Cook I	9.51
07042 - Cook II	10.68
07070 - Dishwasher	7.32
07130 - Meat Cutter	12.78
07250 - Waiter/Waitress	7.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.96
09040 - Furniture Handler	13.37
09070 - Furniture Refinisher	18.96
09100 - Furniture Refinisher Helper	15.16
09110 - Furniture Repairer, Minor	17.16
09130 - Upholsterer	18.96
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.64
11060 - Elevator Operator	8.44
11090 - Gardener	10.43
11121 - House Keeping Aid I	7.38
11122 - House Keeping Aid II	8.68
11150 - Janitor	8.44
11210 - Laborer, Grounds Maintenance	9.38
11240 - Maid or Houseman	7.38
11270 - Pest Controller	12.22
11300 - Refuse Collector	7.39
11330 - Tractor Operator	9.76
11360 - Window Cleaner	9.12
12000 - Health Occupations	
12020 - Dental Assistant	12.53
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	11.67
12072 - Licensed Practical Nurse II	13.08
12073 - Licensed Practical Nurse III	14.64
12100 - Medical Assistant	9.77
12130 - Medical Laboratory Technician	12.36
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.89
12222 - Nursing Assistant II	9.30
12223 - Nursing Assistant III	10.16
12224 - Nursing Assistant IV	11.38
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	15.46
12312 - Registered Nurse II	18.92

12313 - Registered Nurse II, Specialist	18.92	
12314 - Registered Nurse III	22.90	
12315 - Registered Nurse III, Anesthetist	22.90	
12316 - Registered Nurse IV	27.42	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	17.21	
13011 - Exhibits Specialist I	15.56	
13012 - Exhibits Specialist II	19.26	
13013 - Exhibits Specialist III	23.49	
13041 - Illustrator I	15.56	
13042 - Illustrator II	19.26	
13043 - Illustrator III	23.49	
13047 - Librarian	19.77	
13050 - Library Technician	13.09	
13071 - Photographer I	12.94	
13072 - Photographer II	15.56	
13073 - Photographer III	19.26	
13074 - Photographer IV	23.49	
13075 - Photographer V	28.50	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.23	
15030 - Counter Attendant	7.23	
15040 - Dry Cleaner	9.09	
15070 - Finisher, Flatwork, Machine	7.23	
15090 - Presser, Hand	7.23	
15100 - Presser, Machine, Drycleaning	7.23	
15130 - Presser, Machine, Shirts	7.23	
15160 - Presser, Machine, Wearing Apparel, Laundry	7.23	
15190 - Sewing Machine Operator	9.79	
15220 - Tailor	10.40	
15250 - Washer, Machine	8.94	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	18.96	
19040 - Tool and Die Maker	24.75	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	16.17	
21020 - Material Coordinator	17.23	
21030 - Material Expediter	17.23	
21040 - Material Handling Laborer	9.88	
21050 - Order Filler	11.75	
21071 - Forklift Operator	15.00	
21080 - Production Line Worker (Food Processing)	13.40	
21100 - Shipping/Receiving Clerk	16.54	
21130 - Shipping Packer	15.04	
21140 - Store Worker I	11.84	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.14	
21210 - Tools and Parts Attendant	14.75	
21400 - Warehouse Specialist	14.75	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	20.27	
23040 - Aircraft Mechanic Helper	15.16	
23050 - Aircraft Quality Control Inspector	20.75	
23060 - Aircraft Servicer	17.16	
23070 - Aircraft Worker	18.15	

23100 - Appliance Mechanic	18.96	
23120 - Bicycle Repairer	15.62	
23125 - Cable Splicer	21.31	
23130 - Carpenter, Maintenance	18.96	
23140 - Carpet Layer	18.15	
23160 - Electrician, Maintenance	20.17	
23181 - Electronics Technician, Maintenance I	20.02	
23182 - Electronics Technician, Maintenance II	24.57	
23183 - Electronics Technician, Maintenance III	30.71	
23260 - Fabric Worker	17.16	
23290 - Fire Alarm System Mechanic	19.95	
23310 - Fire Extinguisher Repairer	16.17	
23340 - Fuel Distribution System Mechanic	21.21	
23370 - General Maintenance Worker	18.15	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.95	19.95
23430 - Heavy Equipment Mechanic	19.95	
23440 - Heavy Equipment Operator	19.95	
23460 - Instrument Mechanic	19.95	
23470 - Laborer	10.12	
23500 - Locksmith	18.96	
23530 - Machinery Maintenance Mechanic	21.70	
23550 - Machinist, Maintenance	19.95	
23580 - Maintenance Trades Helper	15.16	
23640 - Millwright	20.56	
23700 - Office Appliance Repairer	18.96	
23740 - Painter, Aircraft	18.96	
23760 - Painter, Maintenance	18.96	
23790 - Pipefitter, Maintenance	20.69	
23800 - Plumber, Maintenance	19.66	
23820 - Pneudraulic Systems Mechanic	19.95	
23850 - Rigger	19.95	
23870 - Scale Mechanic	18.15	
23890 - Sheet-Metal Worker, Maintenance	19.95	
23910 - Small Engine Mechanic	18.15	
23930 - Telecommunication Mechanic I	22.19	
23931 - Telecommunication Mechanic II	23.20	
23950 - Telephone Lineman	19.95	
23960 - Welder, Combination, Maintenance	19.95	
23965 - Well Driller	19.95	
23970 - Woodcraft Worker	19.95	
23980 - Woodworker	16.17	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.27	
24580 - Child Care Center Clerk	11.59	
24600 - Chore Aid	8.17	
24630 - Homemaker	14.77	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	22.93	
25040 - Sewage Plant Operator	21.78	
25070 - Stationary Engineer	22.93	
25190 - Ventilation Equipment Tender	16.68	
25210 - Water Treatment Plant Operator	20.86	
27000 - Protective Service Occupations		
(not set) - Police Officer	17.54	

27004 - Alarm Monitor	14.94	
27006 - Corrections Officer	14.42	
27010 - Court Security Officer	15.21	
27040 - Detention Officer	14.42	
27070 - Firefighter	14.43	
27101 - Guard I	10.03	
27102 - Guard II	17.18	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	16.60	
28020 - Hatch Tender	16.60	
28030 - Line Handler	16.60	
28040 - Stevedore I	14.42	
28050 - Stevedore II	17.60	
29000 - Technical Occupations		
21150 - Graphic Artist	19.77	
29010 - Air Traffic Control Specialist, Center (2)	29.10	
29011 - Air Traffic Control Specialist, Station (2)	20.07	
29012 - Air Traffic Control Specialist, Terminal (2)	22.09	
29023 - Archeological Technician I	15.85	
29024 - Archeological Technician II	17.76	
29025 - Archeological Technician III	21.79	
29030 - Cartographic Technician	22.11	
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.11	
29040 - Civil Engineering Technician	19.65	
29061 - Drafter I	12.07	
29062 - Drafter II	13.55	
29063 - Drafter III	16.30	
29064 - Drafter IV	20.17	
29081 - Engineering Technician I	15.77	
29082 - Engineering Technician II	17.71	
29083 - Engineering Technician III	21.87	
29084 - Engineering Technician IV	23.56	
29085 - Engineering Technician V	32.10	
29086 - Engineering Technician VI	38.81	
29090 - Environmental Technician	19.22	
29100 - Flight Simulator/Instructor (Pilot)	27.62	
29160 - Instructor	20.75	
29210 - Laboratory Technician	18.03	
29240 - Mathematical Technician	21.60	
29361 - Paralegal/Legal Assistant I	12.80	
29362 - Paralegal/Legal Assistant II	17.87	
29363 - Paralegal/Legal Assistant III	21.80	
29364 - Paralegal/Legal Assistant IV	26.45	
29390 - Photooptics Technician	20.49	
29480 - Technical Writer	24.75	
29491 - Unexploded Ordnance (UXO) Technician I	18.49	
29492 - Unexploded Ordnance (UXO) Technician II	22.37	
29493 - Unexploded Ordnance (UXO) Technician III	26.81	
29494 - Unexploded (UXO) Safety Escort	18.49	
29495 - Unexploded (UXO) Sweep Personnel	18.49	
29620 - Weather Observer, Senior (3)	19.68	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.73	
29622 - Weather Observer, Upper Air (3)	17.73	
31000 - Transportation/ Mobile Equipment Operation Occupations		

31030 - Bus Driver	11.19	
31260 - Parking and Lot Attendant	8.23	
31290 - Shuttle Bus Driver	10.15	
31300 - Taxi Driver	7.56	
31361 - Truckdriver, Light Truck	9.87	
31362 - Truckdriver, Medium Truck	10.62	
31363 - Truckdriver, Heavy Truck	13.15	
31364 - Truckdriver, Tractor-Trailer	16.67	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	8.41	
99030 - Cashier	7.62	
99041 - Carnival Equipment Operator	9.45	
99042 - Carnival Equipment Repairer	9.98	
99043 - Carnival Worker	7.68	
99050 - Desk Clerk	9.27	
99095 - Embalmer	18.49	
99300 - Lifeguard	9.72	
99310 - Mortician	18.88	
99350 - Park Attendant (Aide)	12.20	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.02	
99500 - Recreation Specialist	12.92	
99510 - Recycling Worker	10.00	
99610 - Sales Clerk	9.85	
99620 - School Crossing Guard (Crosswalk Attendant)	7.32	
99630 - Sport Official	9.72	
99658 - Survey Party Chief (Chief of Party)	17.09	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.46	
99660 - Surveying Aide	10.54	
99690 - Swimming Pool Operator	10.79	
99720 - Vending Machine Attendant	10.00	
99730 - Vending Machine Repairer	11.87	
99740 - Vending Machine Repairer Helper	10.00	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage

rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY2004 BASIC CONTRACT FFP Mowing and Trimming at the Kanopolis Lake Project for the service period 01 April 2004 through 30 September 2004. Services to be performed as specified in section "Scope of Work". NAICS CODE: 561730; SIC CODE: 0782 PURCHASE REQUEST NUMBER: W58XUW-3349-4303				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Embankment Area FFP Mowing Approximately 50 acres. Five mowings are the number of mowings that can be anticipated in a normal year. There is no guarantee that this number will be met or that it won't be exceeded. It is for bidding purposes only. PURCHASE REQUEST NUMBER: W58XUW-3349-4303	5	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FY-05 RENEWAL OPTION FFP Renewal option for the service period 1 October 2004 through 30 September 2005 if exercised. PURCHASE REQUEST NUMBER: W58XUW-3349-4303				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Embankment Area FFP Mowing Approximately 50 acres. Five mowings are the number of mowings that can be anticipated in a normal year. There is no guarantee that this number be met or that it won't be exceeded. It is for bidding purposes only. PURCHASE REQUEST NUMBER: W58XUW-3349-4303	5	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FY-06 RENEWAL OPTION FFP Renewal option for the service period 1 October 2005 through 30 September 2006 "if exercised". PURCHASE REQUEST NUMBER: W58XUW-3349-4303				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Embankment Area FFP Mowing Approximately 50 acres. Five mowings are the number of mowings that can be anticipated in a normal year. There is no guarantee that this number will be met or that it won't be exceeded. It is for bidding purposes only. PURCHASE REQUEST NUMBER: W58XUW-3349-4303	5	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FY-07 RENEWAL OPTION FFP Renewal option for the service period 1 October 2006 through 30 September 2007 "if exercised". PURCHASE REQUEST NUMBER: W58XUW-3349-4303				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Embankment Area FFP Mowing Approximately 50 acres. Five is the number of mowings that can be anticipated in a normal year. There is no guarantee that this number will be met or that won't be exceeded. PURCHASE REQUEST NUMBER: W58XUW-3349-4303	5	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FY-08 RENEWAL OPTION FFP Renewal option for the service period 1 October 2007 through 30 September 2008 "if exercised". PURCHASE REQUEST NUMBER: W58XUW-3349-4303				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Embankment Area FFP Mowing Approximately 50 acres. Five is the number of mowings that can anticipated in a normal year. There is no guarantee that this number will be met or that it won't be exceeded. It is for bidding purposes only. PURCHASE REQUEST NUMBER: W58XUW-3349-4303	5	Each		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0003AA	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0004AA	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0005AA	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	01-APR-2004		USACE, KANSAS CITY KEN NELSON KANOPOLIS LAKE PROJECT OFFICE 105 RIVERSI MARQUETTE KS 67464 785-546-2294 FOB: Destination	W912DQ
0001AA	01-APR-2004	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DQ
0002	01-APR-2005		(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DQ
0002AA	01-APR-2005	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DQ
0003	01-APR-2006		(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DQ
0003AA	01-APR-2006	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DQ
0004	01-APR-2007		(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DQ
0004AA	01-APR-2007	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DQ
0005	01-APR-2008		(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DQ
0005AA	01-APR-2008	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DQ

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)

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

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

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

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

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

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

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

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

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

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

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

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

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

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

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

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

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

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

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

(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) Relative Experience

Factor 3) Pricing

Past Performance is 25% of the relative importance.

Relative Experience is 25% of the relative importance.

Pricing is 50% of the relative importance.

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

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

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

___ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

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

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

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

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

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

Over 1,000 Over \$17 million

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

(1) Listed End Product

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

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

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

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

N/A ___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

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

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

N/A ___ (ii) Alternate I (MAR 1999) to 52.219-5.

N/A ___ (iii) Alternate II to (JUNE 2003) 52.219-5.

N/A ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

N/A ___ (ii) Alternate I (OCT 1995) of 52.219-6.

N/A ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

N/A ___ (ii) Alternate I (OCT 1995) of 52.219-7.

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

N/A ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

N/A ___ (ii) Alternate I (OCT 2001) of 52.219-9.

N/A ___ (iii) Alternate II (OCT 2001) of 52.219-9.

XX ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

XX ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

XX ___ (ii) Alternate I (JUNE 2003) of 52.219-23.

XX ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX ___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

XX ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX ___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

N/A ___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

N/A ___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

N/A ___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

N/A ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

N/A ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

N/A ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

N/A ___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

N/A ___ (ii) Alternate I (MAY 2002) of 52.225-3.

N/A ___ (iii) Alternate II (MAY 2002) of 52.225-3.

N/A ___ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

N/A ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

N/A ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

N/A ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

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

N/A ____ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

N/A ____ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

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

N/A ____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

N/A ____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

N/A ____ (ii) Alternate I (APR 1984) of 52.247-64.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may 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 bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that

the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

- (f) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:
 - (a) Obviously misplaced decimal points will be corrected;
 - (b) Discrepancy between unit price and extended price, the unit price will govern;
 - (c) Apparent errors in extension of unit prices will be corrected;
 - (d) Apparent errors in addition of lump-sum and extended prices will be corrected.
- (g) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- (h) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2008.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2008.

(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)

52.217-5 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.

(End of clause)

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

Funds are not presently available for performance under this contract beyond [September 30, 2004](#). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [September 30, 2004](#), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

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

(End of clause)

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

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

(End of clause)

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

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

www.arnet.gov

www.gsa.gov

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

www.gsa.gov

(End of clause)

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

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

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

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

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

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

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

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

“Registered in the CCR database” means that--

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

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

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

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2003)

(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.

XX ___ 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.

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

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

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

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

N/A ___ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

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

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

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

N/A ____ 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

N/A ____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (____Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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

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

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

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

N/A ____ 252.232-7003 Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).

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

N/A ____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

XX ____ 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 (APR 2003) (10 U.S.C. 2533a).

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

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

(End of clause)

CONTRACT SPECIALIST:	Marianne Schrik	PHONE:	(816) 983-3848	E-MAIL:	Marianne.schrik@usace.army.mil
PROJECT MANAGER:	Ken Nelson	PHONE:	(785) 546-2294	E-MAIL:	Ralph.k.nelson@usace.army.mil

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

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

(End of Clause)

ATTACHMENT #1



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

TO: _____ (completed by quoter)

RE: Past Performance Questionnaire
Solicitation #W913DQ-04-T-0044

The U.S. Army Corps of Engineers is soliciting for mowing and trimming at the Kanopolis Lake Project Office. 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 and fax to:

fax: # (816) 426-5169, to ATTN: Marianne Schrik

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

Sincerely,

Marianne Schrik
Contract Specialist
U.S. Army Corps of Engineers

PAST PERFORMANCE QUESTIONNAIRE
SOLICITATION FOR Mowing and Trimming
Kanopolis 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: _____

ATTACHMENT #2

ATTACHMENT #2
**STATEMENT OF EXPERIENCE
AND PERSONAL INFORMATION**

This form shall be completed by all quoters in order to receive consideration. If additional space is needed, this form may be duplicated as necessary. Information describing the offeror's complete contracting background, personal information, and experience shall be provided. The Contractor information should only describe experience that directly pertains to the type of work set forth in this solicitation. Include details of any training which would enable you to better perform the work outlined in the specifications. Reference information should include the names and current telephone numbers of all individuals listed.

Experience No. 1

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties:

Experience No. 2

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties:

Experience No. 3

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties:

Experience No. 4

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties:

STATEMENT OF PERSONAL INFORMATION

Background Information – If a joint venture, provide offeror information for all partners:

1. BACKGROUND INFORMATION – If a joint venture, provide offeror information for all partners:

Name: _____

Address: _____

Name: _____

Address: _____

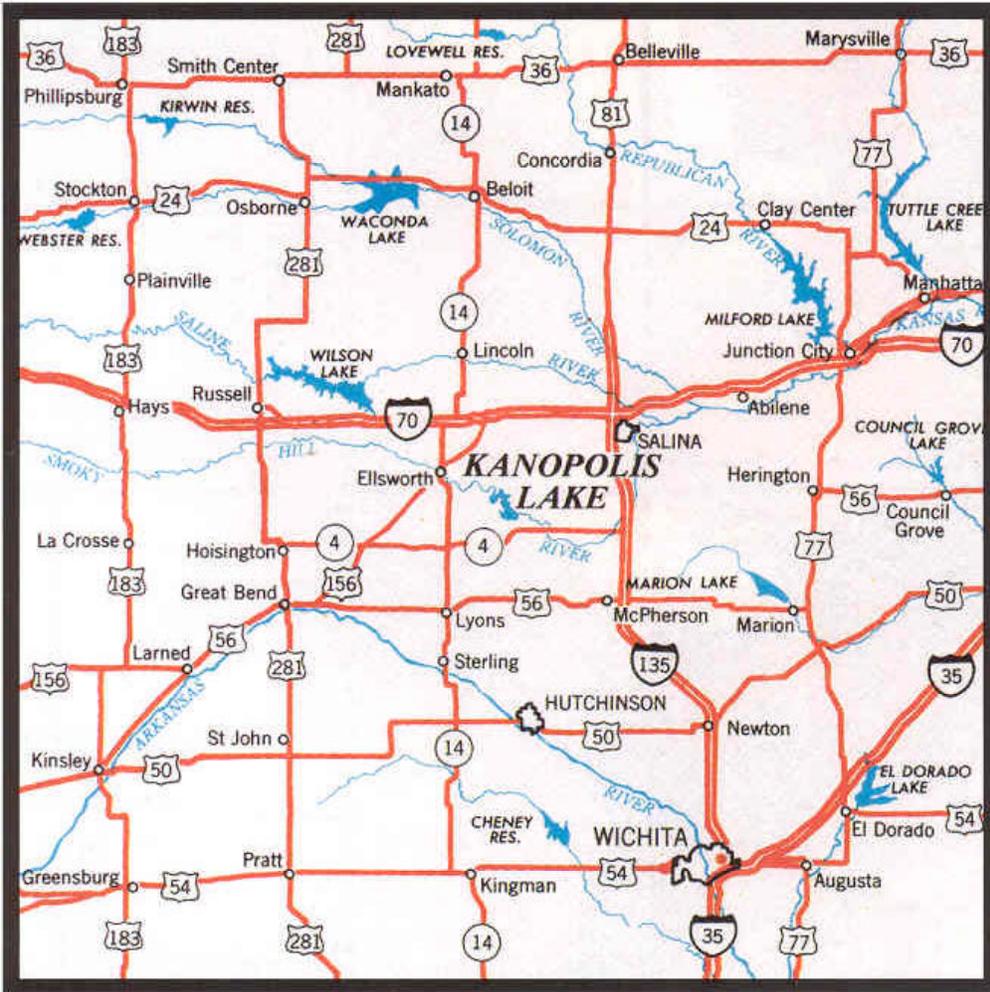
2. OFFEROR’S MOWING EQUIPMENT INFO.

Manufacturer, Model &Year, Type:

- (i) _____
- (j) _____
- (k) _____
- (l) _____
- (m) _____
- (n) _____

3. REFERENCES WITH KNOWLEDGE OF OFFEROR’S WORK EXPERIENCE:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



LOCATON MAP



- FROM DAM SITE**
- To Kansas City - 190 miles
- To Topeka - 133 miles
- To Wichita - 85 miles
- To Salina - 33 miles

MAP #2

