

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
W58XUW-4175-7169

PAGE 1 OF 71

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-05-T-0002		6. SOLICITATION ISSUE DATE 13-Aug-2004		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME EMMA J NEVINS			b. TELEPHONE NUMBER (No Collect Calls) 816-983-3825		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 20 Sep 2004		
9. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG 601 E 12TH ST CT-C RM 757 KANSAS CITY MO 64106-2896  TEL: 816-983-3836 FAX: 816-426-5777			CODE W912DQ	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 561730 SIZE STANDARD: 6000000.00			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO  <b>SEE SCHEDULE</b>			CODE	16. ADMINISTERED BY  CODE						
17a. CONTRACTOR/ OFFEROR  TEL.			CODE	18a. PAYMENT WILL BE MADE BY  CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
		<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT. REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:						

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>
		42c. DATE REC'D <i>(YY/MM/DD)</i>
		42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

NOTICE TO VENDORS

**NOTICE TO VENDORS  
LAWN CARE SERVICES**

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

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

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

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

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

E. Existing Wage Rates (Attachment 3).

F. SITE VISIT: Quoters are urged, but not required, 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. The Harry S. Truman Project Office, U. S. Army of Engineers, is located approximately 2.5 miles northwest of Warsaw, Missouri. Telephone (660) 438-7317.

G. Successful bidders must be registered with Central Contractor Registration before contract award, during performance, and through final payment. For registration information call 1-888-227-2423. Contractor shall provide DUNS Number and the Commercial and Government Entity code should be entered in block 16.

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

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

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

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

Past Performance will be rated by the quality of services, timeliness of performance, and customer satisfaction on other contracts performed. Bidders should refer to **Attachment #1**, "Past Performance Questionnaire and Cover Letter." **Bidders are to send this cover letter and questionnaire to three (3) references, which can verify your performance on work similar in nature, and complexity to the required services.** The three (3) references should return the forms (via fax) directly to the US Army Corps of Engineers within three (3) days of receipt, as specified in the Cover Letter. Additional information related to past performance may be obtained by the Government from sources other than the questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or to other parties. **Bidders are to submit the names, addresses, and telephone numbers of their three (3) references with this offer.**

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

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

**Factor 3) Pricing (relative importance = 50%)**

An evaluation will be completed for each responsive bid by the due date and time in response to this solicitation. Selection of a Contractor will be determined following a thorough assessment of such bids. The assessment will involve a determination by the Government of the overall merit of each 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.

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

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

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

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

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

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

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

<b>Solicitation No.</b>	W912DQ-05-T-0002	
<b>Offer Due</b>	Friday, September 20, 2004	
<b>Time</b>	a.m.	4:00 p.m.
<b>Bid for</b>	Lawn Care Service for Harry S. Truman Lake Project, Warsaw, Missouri	

SCOPE OF WORK**Performance Work Statement****LAWN CARE SERVICES**

Harry S. Truman Project Office, Annex Office, Regulatory Office,  
Visitor Center, Hooper House, Sewage Treatment Plant, and Powerhouse

**C.1 General Information**

**C.1.1 Background.** Truman Reservoir is the largest flood control reservoir in Missouri, with a storage capacity of more than 5 million acre-feet (an acre-foot = 325,000 gal.). Recreational development is extensive. Twenty parks and access areas, managed by or leased from the U.S. Army Corps of Engineers, are conveniently located around the reservoir. Park areas at Truman Reservoir offer a wide variety of recreation facilities including boat launching ramps, campgrounds, full service marinas, picnic areas, sand swimming beaches, and a regional visitor center. Many routine maintenance items are contracted to the private sector. Mowing, refuse collection, and facility cleanup are just a few of the activities that are performed by private contractors for the Corps.

**C.1.2 Scope of Work:** The contractor shall provide all manpower, equipment, fuel, tools, and supplies necessary to provide lawn care services for specified areas of the Harry S. Truman Lake Project near Warsaw, Missouri as described in the attached performance work statement (PWS) and elsewhere in the contract. Services provided under this contract shall consist of a pre-award conference, reports, meetings, completion of worksheets, and quality control inspections, as specified.

**C.1.3 Post-award Conference:** After award but prior to commencement of work, the Contractor shall contact the Contracting Officer's Representative to arrange a meeting at the Project Office for the purpose of discussing contract requirements and details of the contract performance.

**C.1.4 Ordering Services:**

**C.1.4.1** The Contractor shall furnish to the Contracting Officer's Representative, a telephone number attended during normal business hours (8 a.m. – 4 p.m., CST) to which calls concerning contractual matters can be placed.

**C.1.4.2** Individual orders for required services will be issued by telephone to the Contractor or his responsible individual, and followed by confirmation in writing from the Contracting Officer or his/her Authorized Representative. Telephone orders will be considered issued at such time as it is delivered to the telephone number provided by the contractor. The contractor shall commence the ordered service(s) within 48

consecutive hours after receipt of verbal telephone order or date specified in the order (whichever is later), and complete the work in the time specified.

**C.1.4.3** The Government may order any item/sub-item individually, or any combination of items/sub-items per order, up to and including all items.

**C.1.5 Performance Requirements:** Services shall be performed, as ordered, Monday through Friday, between the hours of 7:00 a.m. and 8:30 p.m. Work will not be permitted on Saturdays, Sundays, and holidays unless this restriction is specifically waived in writing by the Contracting Officer's Representative at the Project Office.

### **C.1.6 Quality Control**

**C.1.6.1** The Contractor will develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan will document how well the Contractor is meeting these needs and will be submitted for approval prior to work on this contract. The contractor must provide and maintain an inspection system acceptable to the government covering the services under this contract. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

**C.1.6.2** 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 non-performance of the required work assigned to that crew. If the designated on-site representative is not present, the contractor certifies that any and all members of each work crew are qualified and fully competent to insure that the required work is performed in strict accordance with the contract specifications.

### **C.1.7 SAFETY REQUIREMENTS**

**C.1.7.1** In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Federal, State, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.

**C.1.7.2** Contractor vehicles shall be equipped with 4-way flashers and turn signals in operating condition. Flashers shall be activated when vehicles are parked, or traveling slowly within parks and along roadways.

**C.1.7.3** All mowers and trimming equipment shall be equipped and maintained with discharge-deflection devices and/or other approved safety devices to prevent accidental damage or injury from objects thrown by mowers.

**C.1.7.4** The Contractor shall take such measures as necessary to protect the public and property from foreign material thrown from rotary mowers and other rotating

equipment while operating adjacent to public roadways and other areas when people are present.

**C.1.7.5** Any injury, property damage, equipment malfunctions or safety hazard observed by the Contractor shall be immediately reported to the Operations Manager.

**C.1.7.6** Tractors and self-propelled mowers over twenty (20) drawbar horsepower and/or exceeding 1,000 pounds gross weight shall be equipped with an approved rollover-protection system, flashers, turn signals and seatbelts. Seatbelts shall be worn and flashers activated at all times when equipment is in operation. The Contractor's tractors and other slow-moving equipment shall be equipped with the slow-moving vehicle sign. All mowers and trimming equipment shall be equipped and maintained with safety chains, safety guards and shields to prevent accidental damage or injury from objects thrown by mowers. Safety guards and shields shall be maintained in good condition and kept in place while mowing and trimming.

**C.1.7.7** In the event adverse weather or ground conditions occur after placement of an order for services that would create unsafe working conditions or result in damage to vegetation or turf, the contractor shall cease operations and contact project personnel. Work affected by adverse conditions shall be stopped, restarted, or rescheduled at a mutually agreed upon time, to the extent possible. Payment will not be made for work not performed as a result of wet weather conditions unless an alternate date for services can be arranged, and services are performed.

**C.1.8 INSURANCE:** The Contractor shall provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the below. Before commencing work under this contract, the Contractor shall (notify the Contracting Officer in writing that the required insurance has been obtained) (provide the Contracting Officer a current certificate of insurance).

#### REQUIRED INSURANCE SCHEDULE

Workmen's Compensation	Coverage complying with applicable State Statute.
Employer's Liability	Minimum amount of \$100,000.00
General Liability on Comprehensive form of Policy which includes, but is not limited to, insurance for all work required herein	Minimum limits of \$100,000 per occurrence for bodily injury
Comprehensive Automobile Liability	Minimum limits of \$100,000 per person and \$200,000 per occurrence

for bodily injury, and \$20,000 per occurrence for property damage.

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

IOWA: Iowa Insurance Division 515 281-5705  
KANSAS: Insurance Commissioner, 1-800-432-2484  
Division of Workers Compensation, 913-296-3441  
MISSOURI: Division of Insurance, 314-751-3365  
NEBRASKA: State Insurance Department, 402-471-2201

**C.1.9** 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. Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public.

#### **C.1.10 QUALITY ASSURANCE:**

**C.1.10.1 Quality Assurance Surveillance Plan:** A Quality Assurance Surveillance Plan (QASP) will be used during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government develops the QASP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE's).

**C.1.10.2** The government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The government shall perform inspections and tests in a manner that shall not unduly delay the work.

**C.1.10.3** In the event that an area is missed, or is not mowed, trimmed, or has not had grass or debris removed as specified, the Contractor may be requested to re-perform the unsatisfactory or missed services at no additional cost to the Government immediately upon receipt of notice form the Contracting Officer or his Authorized Representative.

**C.1.10.4** If any of the services do not conform to contract requirements, the government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed. Payment will not be made for work not performed or not performed to standard.

**C.1.10.5** In addition, the Government reserves the right to cause the specified work to be performed by a third party or Government forces and the cost incurred thereby will be levied against the Contractor. Any time Government personnel are used because of

Contractor's nonperformance, the cost levied against the Contractor will include all direct costs associated with the performance of the specified work the direct cost to the Government for substitution of the Government forces removed from their normal duties is computed on an hourly basis at the applicable wage rate. Government forces will be used only when time is of the essence and the interests of the Government would not be served by securing a third party to perform the specified work.

**C.1.11 LOST ARTICLES, VANDALISM, and FACILITY MALFUNCTION:** To assist the visiting public in reclaiming lost articles, all property left by visitors and found during contract operations shall be turned in to the Project Office. Any evidence of vandalism, instances of facilities not operating properly, or facilities in need of repair shall be reported immediately to Project personnel.

**C.1.12** The road across the dam may be closed from time to time during the life of this contract. The closure of the dam may continue for several months under certain construction and/or maintenance circumstances. The Contractor shall be prepared to take an alternate route during these times, at no additional cost to the government.

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

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

**Contracting officer's representative** means an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

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

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

**Performance Requirements Summary (PRS):** The PRS shows contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract

requirement (Fixed Price Contracts), the standard of performance, and the acceptable quality level (AQL) for each work requirement.

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

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

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

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

**"Shall,"** means the imperative; something that must be accomplished.

### **C.3 Government-Furnished Equipment, Materials and Supplies.**

None

**C.4 Contractor Furnished Equipment and Supplies** The Contractor shall furnish all equipment to accomplish the services specified in this PWS. All equipment must be approved by the Contracting Officer or the Contracting Officer's Representative prior to initial use. All mowing and trimming equipment shall be of sufficient size and number to accomplish the required work in the time allowed. The Contracting Officer's Representative prior to initial use shall approve all equipment. If it becomes apparent to the Government during the Contractor's performance that the required services may not be completed within the timeframes required herein, the Contracting Officer may require a written plan that demonstrates how the contractor will meet performance timeframes required. Such direction will be issued to insure that required services will be completed within the timeframes specified. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

**C.4.1** Mowers for zoysia grass areas shall be finish type mowers with a cutting height adjustable from 1 to 3 inches. Mowers for mixed grass areas shall be adjustable from 1 to 4 inches. Tractor-mounted mowers shall be lawn type, rotary or flail. All mowers shall be equipped with adjustable side-mounted skids or wheels to prevent scalping. All mowing equipment shall be capable of producing a smooth cut, and shall be compatible with each

other in mowing height and application of cut. Blades shall be sharpened and/or replaced often enough to assure smooth grass cut. All mowers shall be constructed to distribute grass clippings evenly to prevent clumps or windrows.

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

## **C.5 Specific Tasks**

**C.5.1 Mowing and Trimming** – Extreme care shall be exercised when mowing and trimming around trees, bushes, shrubs, buildings, and other objects to insure that equipment does not come in contact with the object. All costs of repair or replacement in size and kind, resulting from damage by the Contractor's equipment (including weed eater) shall be borne by the Contractor.

**C.5.1.1** All mowing shall be completed in an area prior to moving to another area. Mowing shall be accomplished to within but no closer than twenty four (24 inches +/- six (6) inches of the trunk of any tree, bush, or shrub; and to within but no closer than twelve (12) inches +/- six (6) inches of any inanimate object such as walls, posts, signs, park equipment, or other such objects. All areas serviced shall present a neat, well-cared-for, evenly mowed appearance free from any unmowed strips or streaks.

**C.5.1.2** Exact boundaries of the area for which lawn care will be provided, height of cut, and other specific details shall be as directed by the Contracting Officer's Representative.

**C.5.1.3** Services shall not be permitted when ground conditions exist that will result in the turf being rutted or being otherwise disturbed during mowing operations. Tractors shall be operated in such a manner as to protect against the sod being torn by the tractor wheels on turns.

**C.5.1.4** Trimming shall be accomplished either simultaneously or immediately following mowing. Trimming around trees, shrubs and bushes (unless included under C.5.3 "weeding") will not be required closer than two (2) inches of the trunk of any tree, shrub or bush. Trimming around buildings, sidewalks and other inanimate objects shall be to the last blade of grass. Trimming along the upstream main embankment riprap that abuts the mixed grass area near the project office, the gully area within the powerhouse mixed grass area, and trimming of the Visitor Center gate are all included in this contract. Movable objects shall be moved and the area around and under such objects shall be mowed and/or trimmed. Such objects shall be returned to their original positions following mowing and trimming. Sidewalks, entrances into buildings and building interiors shall be swept as needed to remove clippings.

**C.5.2 Raking/Bagging** - Raking and bagging shall be accomplished in such manner that leaves and other debris are thoroughly removed. This includes areas near building and around and within shrubs and flowerbeds. All grass cut from zoysia areas shall be completely raked or bagged with each service. Bagging is not required in mixed grass areas. Debris and clippings in mixed grass areas deposited on sidewalks shall be promptly removed. Wood chips, decorative rock, etc. (placed around trees or within flower beds and ornamental plantings) that are scattered or otherwise disturbed by mowing, trimming or hand weeding operations shall be raked or gathered and replaced in their original location.

**C.5.3 Weeding / Hand Weeding** - Weeding in and around flower beds, ornamental plantings, mulched areas around trees, sidewalks, curbs, paved and graveled areas or other areas within the contract boundaries shall include removal of all weeds and undesired vegetation. Areas designated for weeding services shall be kept clean and weed free. The Hooper House miscellaneous area consists of rocky terrain and heavily wooded areas, and will require an extensive amount of trimming and hand mowing.

**C.5.4 Edging** - Edging along sidewalks, curbing, or other structures shall consist of removing all vegetation for a distance of approximately one (1) inch outward from the edge of the structure, and deep enough to assure that vegetation is cut off approximately one-half (1/2) inch below ground surface. If the Contractor's method or edging equipment produces a slightly different effect, minor variations in the width and depth may be permitted with approval of the Contracting Officer's Representative.

**C.5.5 Debris Disposal** - Grass clippings, leaves, weeds, large twigs and limbs shall be disposed of in an area designated by the Contracting Officer's Representative. Debris such as paper, cans, bottles, etc. shall be bagged and deposited in the closest designated Dumpster.

## C.6 Applicable Publications and Forms

**C.6.1 MAP:** Information on Truman Lake can be found on the Internet at [http://www.nwk.usace.army.mil/harryst/hst\\_home.htm](http://www.nwk.usace.army.mil/harryst/hst_home.htm)

**Technical Exhibit 1: AREAS TO BE SERVICED, ESTIMATED ACREAGE, MAXIMUM NUMBER OF MOWINGS AND PERIOD OF TIME ALLOWED FOR COMPLETION OF SERVICES:**

<u>Areas</u>	<u>Quantities*</u>			<u>Max. Number of Servicing</u>	<u>Time Allowed</u>
<u>Zoysia Grass Areas:</u>	Mowing, Trimming, Raking and Bagging (Acres)	Hand Weeding (Sq. ft.)	Edging (Lin. ft.)	FY 2005 - 2009	

Visitor Center	1.15	8,300	1,160	30	8 hours
Powerhouse	0.69	1,000	300	30	4 hours
Project Office	0.83	600	1,940	30	8 hours
<u>Mixed Grass Areas:</u>	<u>Mowing and Trimming</u>	<u>Hand Weeding</u>	<u>Edging</u>		
	(Acres)	(Sq. ft.)	(Lin. ft.)		
Project Office	12.14	0	0	18	10 hours
Annex Ranger Office & Regulatory Office	2.4	324	0	30	6 hours
Visitor Center, Hooper House Areas & Trail	8.14	225	0	18	10 hours
Hooper House Misc.	1.6	0	0	10	6 hours
Sewage Treatment Plant: Roadway & plant area	.77	0	0	18	2 hours
Powerhouse	.67	0	0	18	2 hours

NOTE: Quantities are estimated. The Contractor shall be responsible for determining the exact quantities and conditions affecting performance of this work. The Contractor shall satisfy himself with the contract quantities prior to quoting on the work.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY-2005 BASIC CONTRACT: FFP Harry S. Truman Lawn Care: 1 October through 31 October 2004, and 1 March through 30 Sept. 2005. Mowing, trimming, raking, bagging, hand weeding, edging, & debris disposal -ZOYSIA GRASS AREAS. PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Project Office - Zoysia Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Visitor Center - Zoysia Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Powerhouse - Zoysia Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

FY-2005 BASIC CONTRACT:

FFP

Harry S. Truman Lawn Care: 1 October through 31 October 2004, and 1  
March through 30 Sept. 2005. Mowing, trimming, & debris disposal -

MIXED GRASS AREAS

PURCHASE REQUEST NUMBER: W58XUW-4175-7169

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		18	Each		

Project Office - Mixed Grass

FFP

PURCHASE REQUEST NUMBER: W58XUW-4175-7169

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		30	Each		

Annex Ranger Office

FFP

& Regulatory Office - Mixed Grass

PURCHASE REQUEST NUMBER: W58XUW-4175-7169

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Visitor Center, Hooper House FFP and Hooper House Trail - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Hooper House Miscellaneous FFP Mowing - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	10	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Sewage Treatment Plant FFP Roadway and Surrounding Area - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Powerhouse - Mixed Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FY-2006 BASIC CONTRACT: FFP Harry S. Truman Lawn Care: 1 October through 31 October 2005, and 1 March through 30 Sept. 2006. Mowing, trimming, raking, bagging, hand weeding, edging, & debris disposal -ZOYSIA GRASS AREAS. PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Project Office - Zoysia Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Visitor Center - Zoysia Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Powerhouse - Zoysia Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FY-2006 BASIC CONTRACT: FFP Harry S. Truman Lawn Care: 1 October through 31 October 2005, and 1 March through 30 Sept. 2006. Mowing, trimming, & debris disposal - MIXED GRASS AREAS PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Project Office - Mixed Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Annex Ranger Office FFP & Regulatory Office - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Visitor Center, Hooper House FFP and Hooper House Trail - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Hooper House Miscellaneous FFP Mowing - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	10	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	Sewage Treatment Plant FFP Roadway and Surrounding Area - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Powerhouse - Mixed Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FY-2007 BASIC CONTRACT: FFP Harry S. Truman Lawn Care: 1 October through 31 October 2006, and 1 March through 30 Sept. 2007. Mowing, trimming, raking, bagging, hand weeding, edging, & debris disposal -ZOYSIA GRASS AREAS. PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Project Office - Zoysia Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Visitor Center - Zoysia Grass FFP	30	Each		
PURCHASE REQUEST NUMBER: W58XUW-4175-7169					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Powerhouse - Zoysia Grass FFP	30	Each		
PURCHASE REQUEST NUMBER: W58XUW-4175-7169					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FY-2007 BASIC CONTRACT: FFP Harry S. Truman Lawn Care: 1 October through 31 October 2006, and 1 March through 30 Sept. 2007. Mowing, trimming, & debris disposal - MIXED GRASS AREAS PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	Project Office - Mixed Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	Annex Ranger Office FFP & Regulatory Office - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	Visitor Center, Hooper House FFP and Hooper House Trail - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD	Hooper House Miscellaneous FFP Mowing - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	10	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AE	Sewage Treatment Plant FFP Roadway and Surrounding Area - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF	Powerhouse - Mixed Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	FY-2008 BASIC CONTRACT: FFP Harry S. Truman Lawn Care: 1 October through 31 October 2007, and 1 March through 30 Sept. 2008. Mowing, trimming, raking, bagging, hand weeding, edging, & debris disposal -ZOYSIA GRASS AREAS. PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	Project Office - Zoysia Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	Visitor Center - Zoysia Grass FFP	30	Each		
PURCHASE REQUEST NUMBER: W58XUW-4175-7169					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC	Powerhouse - Zoysia Grass FFP	30	Each		
PURCHASE REQUEST NUMBER: W58XUW-4175-7169					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008					

FY-2008 BASIC CONTRACT:  
FFP

Harry S. Truman Lawn Care: 1 October through 31 October 2007, and 1  
March through 30 Sept. 2008. Mowing, trimming, & debris disposal -

MIXED GRASS AREAS

PURCHASE REQUEST NUMBER: W58XUW-4175-7169

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA		18	Each		

Project Office - Mixed Grass

FFP

PURCHASE REQUEST NUMBER: W58XUW-4175-7169

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB		30	Each		

Annex Ranger Office

FFP

& Regulatory Office - Mixed Grass

PURCHASE REQUEST NUMBER: W58XUW-4175-7169

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC	Visitor Center, Hooper House FFP and Hooper House Trail - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AD	Hooper House Miscellaneous FFP Mowing - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	10	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AE	Sewage Treatment Plant FFP Roadway and Surrounding Area - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AF	Powerhouse - Mixed Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	FY-2009 BASIC CONTRACT: FFP Harry S. Truman Lawn Care: 1 October through 31 October 2008, and 1 March through 30 Sept. 2009. Mowing, trimming, raking, bagging, hand weeding, edging, & debris disposal -ZOYSIA GRASS AREAS. PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	Project Office - Zoysia Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	Visitor Center - Zoysia Grass FFP	30	Each		
PURCHASE REQUEST NUMBER: W58XUW-4175-7169					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AC	Powerhouse - Zoysia Grass FFP	30	Each		
PURCHASE REQUEST NUMBER: W58XUW-4175-7169					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	FY-2009 BASIC CONTRACT: FFP Harry S. Truman Lawn Care: 1 October through 31 October 2008, and 1 March through 30 Sept. 2009. Mowing, trimming, & debris disposal - MIXED GRASS AREAS PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	Project Office - Mixed Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	Annex Ranger Office FFP & Regulatory Office - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC	Visitor Center, Hooper House FFP and Hooper House Trail - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AD	Hooper House Miscellaneous FFP Mowing - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	10	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AE	Sewage Treatment Plant FFP Roadway and Surrounding Area - Mixed Grass PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AF	Powerhouse - Mixed Grass FFP PURCHASE REQUEST NUMBER: W58XUW-4175-7169	18	Each		

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NET AMT

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

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

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

(End of provision)

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

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

Past Performance, Experience and Price

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

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

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

(End of clause)

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

(a) Definitions. As used in this provision:

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

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

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

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

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

Offeror is an agency or instrumentality of a foreign government;

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

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

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

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

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(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

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

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

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

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

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

\_\_XX\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

- \_\_XX\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_XX\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- \_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

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

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

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

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

(End of Statement)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed September 30, 2009.

(End of clause)

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

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

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

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

(End of clause)

## 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

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

Funds are not presently available for performance under this contract beyond 30 September 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

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

(End of clause)

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

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

(End of clause)

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

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

[www.gsa.gov](http://www.gsa.gov)  
[www.arnet.gov](http://www.arnet.gov)

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.gsa.gov](http://www.gsa.gov)  
[www.arnet.gov](http://www.arnet.gov)

(End of clause)

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

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

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

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

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

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

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

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

“Registered in the CCR database” means that--

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

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

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

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

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

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

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

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

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

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

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

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

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

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

be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(End of clause)

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

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

(End of Clause)

ATTACHMENTS

ATTACHMENTS

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

ATTACHMENT #1  
PAST PERFORMANCE QUESTIONNAIRE  
AND  
COVER LETTER

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

COVER LETTER

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

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

RE: Past Performance Questionnaire  
Solicitation for Lawn Care Services, Harry S. Truman Lake Project,  
Warsaw, Missouri

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

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

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

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

Thank you in advance for your assistance in making this a "Best Value" procurement.

Sincerely,

Kansas City District  
U.S. Army Corps of Engineers

PAST PERFORMANCE QUESTIONNAIRE

SOLICITATION FOR

Lawn Care Services, Harry S. Truman Lake Project, Warsaw, Missouri

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

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

SECTION 2: (To be completed by reference)

A. Quality of Services:

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

- \_\_\_\_\_ Excellent
\_\_\_\_\_ Very Good
\_\_\_\_\_ Satisfactory
\_\_\_\_\_ Marginal
\_\_\_\_\_ Unsatisfactory

Comments:

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

B. Timeliness of Performance:

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

- \_\_\_\_\_ Yes
\_\_\_\_\_ No

Comments:

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

**C. Customer Satisfaction:**

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

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

Comments:

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

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

Comments:

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Would you hire this contractor again?

- Yes
- No

Comments:

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

ADDRESS: \_\_\_\_\_

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

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

TELEPHONE: \_\_\_\_\_

## ATTACHMENT #2

## STATEMENT OF EXPERIENCE

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

---

**EXPERIENCE #1**

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

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

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

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

Brief description of duties: \_\_\_\_\_

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**EXPERIENCE #2**

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

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

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

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

Brief description of duties: \_\_\_\_\_

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**EXPERIENCE #3**

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

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

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

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

Brief description of duties: \_\_\_\_\_

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**EXPERIENCE #4**

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

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

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

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

Brief description of duties: \_\_\_\_\_

**ATTACHMENT #3**

**WAGE RATES**

94-2311 MO, SOUTHERN MISSOURI

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

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

\*\*\*\*\*

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

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

State: Missouri

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

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

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

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

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

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

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

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

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

