
Refuse Removal

Mark Twain Lake, Monroe City, MO

Specifications for

Refuse Removal

SOLICITATION NO. W912P9-08-R-0709

THIS SOLICITATION IS UNRESTRICTED.



**US Army Corps
of Engineers
St. Louis District**

Gateway to Excellence

January 2008

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 81	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912P9-08-R-0709	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BARRIETTA KILLIEBREW		b. TELEPHONE NUMBER (No Collect Calls) 314 331-8514		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 15 Feb 2008	
9. ISSUED BY CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST RM 4.207 ST LOUIS MO 63103-2833 TEL: 314-331-8500 FAX: 314-331-8746		CODE W912P9		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 562219 SIZE STANDARD: \$11.5 MIL		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE			
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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

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

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

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

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

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

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

BASE YEAR

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Service 2-Cubic Yard Dumpsters	1254	EA	_____	_____
0002	Service 4-Cubic Yard Dumpsters	2583	EA	_____	_____
0003	Service Fish Cleaning Stations	890	EA	_____	_____
0004	Temporary Services - 4-Cubic Yard Dumpsters	75	EA	_____	_____
TOTAL BASE YEAR					_____

OPTION YEAR 1

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1001	Service 2-Cubic Yard Dumpsters	1254	EA	_____	_____
1002	Service 4-Cubic Yard Dumpsters	2583	EA	_____	_____
1003	Service Fish Cleaning Stations	890	EA	_____	_____
1004	Temporary Services - 4-Cubic Yard Dumpsters	75	EA	_____	_____
TOTAL OPTION YEAR 1					_____

OPTION YEAR 2

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
2001	Service 2-Cubic Yard Dumpsters	1254	EA	_____	_____
2002	Service 4-Cubic Yard Dumpsters	2683	EA	_____	_____
2003	Service Fish Cleaning Stations	890	EA	_____	_____
2004	Temporary Services - 4-Cubic Yard Dumpsters	75	EA	_____	_____
TOTAL OPTION YEAR 2					_____

OPTION YEAR 3

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
3001	Service 2-Cubic Yard Dumpsters	1254	EA	_____	_____
3002	Service 4-Cubic Yard Dumpsters	2583	EA	_____	_____
3003	Service Fish Cleaning Stations	890	EA	_____	_____
3004	Temporary Services - 4-Cubic Yard Dumpsters	75	EA	_____	_____
TOTAL OPTION YEAR 3					_____

OPTION YEAR 4

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
4001	Service 2-Cubic Yard Dumpsters	1254	EA	_____	_____
4002	Service 4-Cubic Yard Dumpsters	2583	EA	_____	_____
4003	Service Fish Cleaning Stations	890	EA	_____	_____
4004	Temporary Services - 4-Cubic Yard Dumpsters	75	EA	_____	_____
TOTAL OPTION YEAR 4					_____
TOTAL CONTRACT					_____

BID SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

Furnish all labor, equipment, and materials necessary to supply and service, refuse dumpsters and fish cleaning stations at designated areas around Mark Twain Lake, Missouri in accordance with the Facilities & Schedule of Services (Appendix D), Facilities & Locations (Appendix C), opening and closing schedule for recreation areas and specifications contained herein

Note 1: All quantities are estimated and are to be used for bid purposes only.

Note 2: All prices must be on a firm basis.

Note 3: TASK ORDER LIMITATIONS – The amount applicable to task orders are: Guaranteed Minimum Base year: \$5000.00; Guaranteed Minimum each Option Year: \$000.00; Cumulative Maximum per Contract year: \$200,000.00.

Note 4: The following are abbreviation listed in the U/M (unit of measure column):

EA - Each

RENEWAL OPTION NOTICE – This solicitation contains a renewal option clause. The renewal option(s) is (are) to be exercised at the discretion of the Government only and will be binding on the Contractor if a decision is made by the Government to exercise the option(s). Bidders are advised that such options as may be exercised at the unit prices indicated for that specific renewal option year.

Note 5: Indefinite Quantity Items are NOT guaranteed. If additional items are required, they will/shall be performed as directed by the Contracting Officer. Payment will be made ONLY for work actually requested and performed to the Government's satisfaction.

Note 6: Bidders must bid on all items. Failure to bid on any item will be cause for the Government to deem the bid non-responsive.

Note 7: Please complete Attachment #1 DATA SHEET FOR PAST PERFORMANCE SURVEY in accordance with the indicated instruction by providing up to three sources for past performances and return with this Request for Proposal.

Note 8: Site Visit

DATE: February 05, 2008 (Tuesday)

TIME: 9:30 AM

POC: Lonnie Forrest 573-735-4097

PLACE: Mark Twain Lake Project Office
20642 Highway J
Monroe City, Missouri 63456

Note 9: Insurance Requirement:

REQUIRED INSURANCE

(a) As required by the Contract Clause entitled "Insurance—Work on a Government Installation", the Contractor shall furnish to the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the minimum insurance listed below. The Contractor shall procure and maintain such types and amounts of insurance during the entire period of his performance under this contract. The Contractor shall assure that the certificate or written statement is in accordance with required working indicated in paragraph b of the aforementioned Contract Clause.

(1) Workmen's Compensation – Amounts required by applicable jurisdictional statutes.

(2) Employer's Liability Insurance – \$100,000.00

(3) Comprehensive General Liability Insurance – (No property damage liability insurance is required.)

Bodily Injury — \$500,000 per occurrence

(4) Comprehensive Automobile Insurance –

Bodily Injury — \$200,000 each person

\$500,000 each accident

Property Damage — \$ 20,000 each accident

(b) Certificates of insurance should be submitted to the following address:

US Army Corps of Engineers – St. Louis District
Attn: Lisa White
1222 Spruce Street
St. Louis, MO 63103

(End of clause)

PAST PERFORMANCE SURVEY

Attachment #1
DATA SHEET FOR PAST PERFORMANCE SURVEY

PURPOSE: Past performance information relevant to US Army Engr Dist St. Louis, for RFP W912P9-08-R-0709, Refuse Contract at Mark Twain Lake.

Government RFP Point of Contact (POC): Barrietta Killiebrew
Commercial Phone: 314-331-8514

NOTE 1: Offeror must forward this completed sheet to the point of contact identified above.

NOTE 2: Offeror must complete a separate data sheet for each contract for itself and each entity offeror wants the evaluation team to consider.

NOTE 3: Offeror is encouraged, but not required to provide copies to the above POC before the RFP closing date, **BUT MUST AT LEAST BE RETURNED WITH THE PROPOSAL BY THE CLOSING DATE.**

1.	Name of primary offeror	OFFEROR INSERT RESPONSES HERE
2.	Name and address of entity to be surveyed (if same as block 1, state "SAME")	
3.	Name and address of agency holding the contract	
4.	Name and title of person to contact at the agency	
5.	Telephone number of POC in Block 4	
6.	Fax number of POC in Block 4	
7.	Email address of POC in Block 4, if known	
8.	Exact Contract/Project Title, contract number, and contract type	
9.	Brief project description including discussion as to its relevancy to this acquisition	
10.	Dollar amount of project in Block 8 (include base price plus all options)	
11.	Period of Performance and Final Contract completion date of project in Block 8	

PAST PERFORMANCE RATING

1. Specific Instructions: You must complete and submit your proposal as follows:
2. PRICE: Insert your unit price and extended amount for each contract line item, including all options periods.
3. PAST PERFORMANCE: Provide past performance data for up to 3 relevant contracts performed within the past three to five years that you wish the government to consider in its evaluation for award of this contract. Data for each relevant contract should include:
 - (i) Company/Division name
 - (ii) Product/Service
 - (iii) Contracting Agency/Customer
 - (iv) Contract Number
 - (v) Contract Dollar Value
 - (vi) Period of Performance
 - (vii) Verified, up-to-date name, address, FAX & telephone number of the contracting officer

(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.

(b) The following factors will be evaluated:

- (1) Past Performance
- (2) Price

Past Performance when combined with price is significantly more important than cost or price.

(c) Price (Cost) Evaluation - Initially all offers will be ranked according to price including all options. Although the reasonableness of unit prices under the GSA schedule contracts have already been confirmed by GSA, the offeror's overall price for performance of this specific Statement of Work will be evaluated for reasonableness.

(d) Past Performance Evaluation -

1. Past performance will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully perform based on previous and current contracts and support agreements. A confidence assessment rating will be assigned to each offeror as follows:

(A) Unknown – The offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction.

(B) Exceptional – Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.

(C) Good - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.

(D) Adequate - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.

(E) Marginal - Based on the offeror's performance record, significant doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

(F) Poor – Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

2. The following ratings will be used in evaluating the relevancy of the offeror's past performance:

(A) Relevant (R) – Recent/current experience in cleaning facilities, recreational areas, comfort stations, litter pick-up, refuse removal, vault toilets, and boat dock adjustment **for DOD** within 3 years.

(B) Somewhat Relevant (SR) – Recent/current experience in cleaning facilities, recreational areas, comfort stations, litter pick-up, refuse removal, vault toilets, and boat dock adjustment within 3 years.

(C) No Relevant (NR) experience.

In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

3. In addition to past performance information submitted by the offeror, past performance information may be obtained through the Past Performance Information Retrieval System (PPIRS), questionnaires tailored to the circumstances for this acquisition, through Defense Contract Management Command channels, through interviews with program managers and contracting officers or other sources known to the Government.

(e). If the lowest priced evaluated offer is judged to have an exceptional performance risk rating, that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

(f). The Government reserves the right to award a contract to other than the lowest priced offer if that offeror is judged to have a performance risk rating of "very good" or lower. In that event, the contracting officer shall make an integrated assessment best value award decision.

(End of clause)

SPECIFICATIONSSECTION C-1
GENERAL INFORMATION

1.1 SCOPE OF WORK. Work shall consist of furnishing all labor, equipment, materials and supplies necessary to supply and service refuse dumpsters and fish cleaning stations and maintain sanitary conditions at Clarence Cannon Dam and Mark Twain Lake in accordance with the work schedule, specifications and drawings contained herein.

1.2 SAFETY 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 52.235-13 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. The Government may inspect all equipment and materials. Any equipment or material found not in conformity with the requirements of this contract shall be removed from Government property immediately. The Contractor shall develop and submit an Accident Prevention Program using the forms located in Appendices E-1, E-2, and E-3 together with a copy of the Company Policy on Safety.

1.2.1 References. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the test by the basis designation only.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 (2002) Portable Fire Extinguishers

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety - Safety and Health Requirements

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910 Occupational Safety and Health Standards

1.2.2 Site Safety and Health Officer (SSHO). Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections and safety enforcement for the Contractor. The Contractor Quality Control (QC) person can be the SSHO on this project. The SSHO shall meet the following requirements.

1.2.2.1 Work on similar projects

1.2.2.2 10-hour OSHA safety class or equivalent within the last three (3) years

1.2.2.3 Competent person training as needed

1.2.3 Accident Prevention Plan (APP)

1.2.3.1 The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraphs and subparagraph elements in USACE EM 385-1-1, Appendices E-1, E-2, and E-3, 'Minimum Basic Outline for Accident Prevention Plan'. Specific requirements for some of the APP elements are described below. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

1.2.3.2 Submit the APP to the Contracting Officer's Representative (COR) for acceptance following award and prior to the post award conference for acceptance. Work cannot proceed without an accepted APP.

1.2.3.3 Once accepted by the COR, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the COR, until the matter has been rectified.

1.2.3.4 Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the COR, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the COR within 24 hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public and the environment.

1.2.3.5 Copies of the accepted plan will be maintained at the Mark Twain Lake Project Office. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.2.4 Activity Hazard Analysis (AHA)

1.2.4.1 The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA to the COR for review following award and prior to the post award conference. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activities safety and health controls.

1.2.4.2 The AHA list will be reviewed periodically and updated as necessary when procedures, scheduling or hazards change.

1.2.4.3 The activity hazard analyses shall be developed for activities being performed. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the COR.

1.2.5 Emergency Medical Treatment. Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.2.6 Reports

1.2.6.1 Accident Reports. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete USACE Accident Report Form 3394 and provide the report to the COR within Two (2) calendar days of the accident. The COR will provide copies of any required special forms.

1.2.6.2 Accident Notification. Notify the COR as soon as practical, but not later than Four (4) hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, or property damage equal to or greater than \$2,000. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc. Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

1.2.6.3 Monthly Exposure Reports. Monthly exposure reporting to the COR is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The COR will provide copies of any special forms.

1.2.7 Meetings

1.2.7.1 Post Award Conference

1.2.7.1.1 Contractor representatives who have a responsibility or significant role in accident prevention on the contract shall attend the shall attend the post award conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

1.2.7.1.2 The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the COR as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review and acceptance of AHAs shall be established to preclude delays.

1.2.7.1.3 Deficiencies in the submitted APP will be brought to the attention of the Contractor at the post award conference and the Contractor shall revise the plan to correct deficiencies and resubmit it for acceptance. Work shall not begin until there is an accepted APP.

1.2.7.2 Safety Meetings. Shall be conducted and documented as required by EM 385-1-1.

1.3 LOCATION AND CONTRACT LIMITS. All work areas are located at Clarence Cannon Dam and Mark Twain Lake, Monroe and Ralls Counties, Missouri. General locations of work sites and services are shown in Appendix A. Work areas are located in administrative and heavily used recreation areas.

1.4 ACCESS. The Contractor shall be responsible for access to, into and through all locations. Access to locations may or may not be through locked barricades or gates on Government property and shall be by routes approved by the Contracting Officer in advance prior to entry. The Contractor shall lock all Government gates or barricades when entering and leaving a closed area. All gates that are to be left open during or after a service shall be locked in the open position.

1.5 UNUSUAL CONDITIONS. The Contractor shall inform the Contracting Officer of any unusual conditions such as dumping or vandalism. NOTICE: The Contractor shall be required to cooperate with, and coordinate with the Contracting Officer any operations in and around, any other Contractor's work crews, or Government employees which may be working within the contract limits.

1.6 SECURITY. The Contractor shall be responsible for maintaining recreation area security during the performance of this contract and at all times that facilities are to be closed to the public. The Contractor shall lock gates to recreation areas that are closed to the public while in areas and upon departure from areas.

1.7 SERVICE SCHEDULE. The Contractor shall perform all work at frequencies noted and within time-frames shown in Appendix D. All services shall be performed during the hours of 8 a.m. and 3 p.m. except, when the "F" service, as defined in Appendix D "Schedule of Service", is to be performed on fish stations the contractor shall perform the first service during the hours of 8 a.m. and 12 p.m. The second service shall be performed during the hours of 2 p.m. and 6 p.m. Services will be performed on holidays except: Thanksgiving Day, Christmas Day, and New Years' Day. The Contracting Officer in consultation with the Contractor will select alternate dates of service for these holidays.

1.8 PERSONNEL REQUIREMENTS

1.8.1 LABOR REQUIRED. The Contractor shall furnish all employees required to satisfactorily perform the work described herein.

1.8.2 SUPERVISION. The Contractor shall provide adequate supervision of his employees to ensure compliance with the contract specifications. The Contractor shall furnish a telephone number and mailing address through which he can normally be contacted on a daily basis and must supply in writing the name(s) of his designated supervisor(s) who can be contacted on a daily basis. The Contractor shall provide the Contracting Officer a list of the names of all employees authorized by the Contractor to obtain access to closed recreation areas to be serviced. Under no circumstances will other than representatives of the Contractor, subcontractor, Government employees or other individuals on official business be permitted to enter the buildings or closed recreation areas for any purpose during work period time.

1.8.3 CONTRACTOR'S EMPLOYEES. The majority of work will be performed in the presence of the general public; thus the conduct of all employees is critical and will be closely monitored. The contractor or his/her employees while working on this contract shall consume no alcoholic beverages, or illegal drugs. The Contracting Officer may require the Contractor to immediately remove from the worksite any employee of the Contractor who endangers persons or property or who is uncooperative with members of the public, Government contractors, or Government employees. Notification shall be by telephone or in person and shall be confirmed in writing as soon as possible. No such removal will reduce the Contractor's obligation to perform all work required under this contract.

1.9 ENVIRONMENTAL PROTECTION.

1.9.1 PROTECTION OF THE ENVIRONMENT. This paragraph prescribes actions required for the prevention of environmental pollution during, and as the result of operations under this contract. For the purpose of this specification, environmental pollution is defined as the presence of

chemicals, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water and land; and involves noise, solid waste management of radiant energy and radioactive materials as well as other pollutants.

1.9.2 PROTECTION OF LAND RESOURCES. The work areas, on which the work is to be performed under this contract, and the land resources adjacent thereto, shall be preserved in their present condition.

1.9.3 PROTECTION OF WATER RESOURCES.

1.9.3.1 CONTAMINATION OF WATER. Lakes, ditches, rivers, canals, waterways, or reservoirs shall not be polluted with fuels, bitumens, calcium chloride, insecticides, herbicides, or other similar materials harmful to fish, shellfish or wildlife, or materials, which may be detrimental to outdoor recreation or the environment.

1.9.3.2 DISPOSAL OF MATERIALS. The methods and locations of disposal of materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits shall be such that harmful debris will not enter project lands, lakes, ditches, rivers, canals, waterways, or reservoirs.

1.9.3.3 PERMITS AND RESPONSIBILITIES. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with the execution of the work. The Contractor shall be similarly responsible for all damages to persons or property that occur as a result of his/her fault or negligence; shall take proper safety and health precautions to protect the work, the public, and all the property of others; shall also be responsible for all materials delivered and work performed until completion and acceptance of the contract.

1.10 ERGO DATA. The Contractor may be required to participate in ERGO, (Environmental Review Guide for Operations). This review shall ensure environmental compliance during the performance of contract requirements. This review shall be performed by the Contractor at no additional cost to the Government.

1.11 IDENTIFICATION SIGNS. After this contract is awarded, the Government will post the name, address, and telephone number of the Contractor in highly visible locations within various recreation areas.

1.12 PAYMENT. Each invoice shall include the information as contained in 52.212-4 (g)(1). In addition, all man-hours worked shall be included on the invoice.

1.13 WORK PLAN. At the post-award conference and work site inspection, the Contractor shall furnish a work plan to the Contracting Officer for approval. Any changes to the approved work plan shall be submitted to the Contracting Officer for approval twenty-four (24) hours prior to implementation of the work plan change. **NOTE: THE CONTRACTOR'S INITIAL WORK PLAN AND ANY CHANGES MUST BE APPROVED BY THE CONTRACTING OFFICER BEFORE COMMENCEMENT OF ANY WORK.** The initial and monthly work plans shall include as a minimum the information shown in Appendix G.

1.14 CONTRACT DURATION. The work under this contract shall be performed during the contract/work period of 1 April 2008 (or date of award, whichever is later) through 31 December 2008. Four additional option years are available at the Governments discretion. If the Government exercises the option to renew, the contract/work period for the renewal year(s) will begin 1 January and end 31 December.

1.15 POST AWARD CONFERENCE. A post award conference will be scheduled approximately 5 days after contract award. The Contractor is required to attend this meeting.

1.16 OMISSIONS. This contract may duplicate or not cover all specified activities, steps, and/or procedures required to accomplish contract work. In case of omission, the normal industry standards, practices, specifications and/or guides shall prevail. In no instance shall an omission be a reason to perform inferior work, produce a less than acceptable product or service, or refuse to perform an intended activity.

SECTION C-2 DEFINITIONS AND ACRONYMS

- 2.1 **CONTRACTOR.** The “Contractor” is the individual whose contract bid was accepted by the U.S. Army Corps of Engineers and who has gained the responsibility of performing the duties governed by the specifications of this contract.
- 2.2 **CONTRACTOR REPRESENTATIVE.** A foreman or superintendent, assigned to represent the interests of the Contractor with regards to all matters involving the contract.
- 2.3 **CONTRACTING OFFICER.** The term ‘Contracting Officer’ shall mean the person executing this contract on behalf of the Government, and any other officer or civilian employee who is acting on his/her behalf.
- 2.4 **CONTRACTING OFFICER’S REPRESENTATIVE (COR).** An individual designated in writing by the Contracting Officer to be responsible for administration of the contract and Quality Assurance Representative.
- 2.5 **QUALITY CONTROL.** The term “Quality Control” refers to action taken by the Contractor and/or personnel to document, inspect, and control performance of services to ensure they meet the specifications and requirements of this contract.
- 2.6 **QUALITY ASSURANCE.** The term “Quality Assurance” refers to action taken by the Government to ensure the Contractor’s quality control system is functioning and effective, and the Contractor is providing services, which are in accordance with this contract.
- 2.7 **Q.A.S.P and A.Q.L.** Quality Assurance Surveillance Plan and Performance Requirements and Acceptable Levels as shown in Appendix H & I
- 2.8 **C.D.R.** The Control Deficiency Report is a written record of unsatisfactory performance by the Contractor as observed by the Quality Assurance Inspector.
- 2.9 **ACCIDENT REPORTING.** An accident constitutes any and all incidents or acts involving the Contractor, which may or may not have caused obvious damage to persons or property. All accidents shall be reported to the Contracting Officer within 24 hours of the occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.
- 2.10 **CLEAN(ED).** Refers to dumpsters and fish cleaning stations free of dirt, ash, garbage, litter, paper, metal, wood, trash, trash bags, debris, fish scum, fish remains and scales, plastic, liquids, glass, animal remains, spider webs, insects, insect nests, bird nests and shall be free of offensive odors and disinfected. This requirement will extend for a 10 foot distance around the dumpster pad and fish cleaning station.

2.11 ROAD RESTRICTIONS. Road restrictions for Corps of Engineers roads at Mark Twain Lake are as follows:

- a. During the period of 1 February through 15 April, all roads have a load limit of 4 tons on a two-axle truck, 7 tons on a tandem axle truck and 15 tons on a tridem axle truck.
- b. During the period 16 April to 1 February all roads have a load limit of 7 tons on a two-axle truck, 12 tons on a tandem axle truck and 15 tons on a tridem axle truck.
- c. The Contractor will be required to strictly adhere to posted speed limits, or lower, for all contract vehicles moving over Corps of Engineers roads at Mark Twain Lake.

SECTION C-3
GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1 GENERAL. The Government will supply to the Contractor, for use only in connection with this contract, the following described materials in amounts and at times necessary for the use by the Contractor to provide the necessary work described herein. The Contractor will receive Government-furnished materials at the Mark Twain Lake Project Office, 20642 Highway J, Monroe City, Missouri. The Contractor shall evidence receipt of such materials by signing ENG Form 3059, Requisition on Warehouseman. All unused materials shall be returned to the Government as soon as practicable after the completion of work.

3.2 UTILITIES. The Government will supply water and electricity required in the performance of servicing fish cleaning stations. Water and electricity can be obtained by the Contractor from sources within work areas or from other approved sources.

3.3 KEYS. The Government will furnish the necessary keys for access to recreation areas and facilities. NOTE: DUPLICATION OF GOVERNMENT-FURNISHED KEYS IS NOT PERMITTED. The Contractor shall immediately report the loss of keys to the Contracting Officer. In the event that a Government-furnished key is lost, the Contractor is responsible for reimbursement of all costs incurred by the Government for replacement of entire lock systems throughout the lake project, which are affected by the lost key. Contractor costs shall include, but not be limited to, Government labor, replacement lock costs, replacement key costs, tumbler reworking and all contracted labor costs required to replace lock systems. All lock systems required to be replaced will be equal quality to lock systems presently in place. The Government will determine the specific replacement lock system.

SECTION C-4 CONTRACTOR FURNISHED PROPERTY

4.1 GENERAL. All Contractor-furnished equipment and materials used in the performance of this contract shall be of size, type and quality for the intended use. Contractor-furnished equipment shall be inspected daily by the Contractor and maintained in a safe and good working condition. The Contracting Officer reserves the right to inspect any and all equipment, materials, and supplies prior to award of this contract and during the course of this contract. All materials used in the performance of this contract will become the property of the Government.

4.2 PROPERTY STORAGE. The Contractor will not be allowed to store any property on Government property unless approved in advance by the Contracting Officer. If approval is given for property storage, the Government assumes no responsibility for the safety or security of property left on Government property. Property shall be removed from the work site as soon as possible after the completion of the work described herein.

4.3 EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR.

4.3.1 VEHICLES. The Contractor shall provide all vehicles necessary to perform all services under this contract. The Contractor shall keep all vehicles clean and in safe operating condition. Vehicles shall be clearly marked with an identification sign showing, in 1.5 inch or larger letters, the Contractor's name, type of business and address as shown in Appendix F.

4.3.2 COMMUNICATIONS. The Contractor shall provide crew leaders a communication system with numbers furnished to the Government. The system provided shall insure communications between the Government and the Contractor crew leader(s) during all hours of scheduled work.

4.3.3 REFUSE COLLECTION EQUIPMENT. The Contractor shall haul all refuse collected from dumpsters in an enclosed packer-type truck capable of properly servicing the front or rear load design dumpster units. The refuse collection equipment shall be designed so that no refuse or effluent can escape or leak from the unit. The equipment shall be kept free of odors.

4.3.4 DUMPSTERS. Refuse dumpster units shall be furnished by the Contractor and shall be two and four-cubic yard capacity per container as specified in Appendix C. Containers shall be of standard manufacturer's design and in compliance with safety standards. The Contracting Officer may require that casters be installed or removed from dumpsters at specific locations in order to insure safety and security of both equipment and visitors. Dumpsters located in the proximity of boat ramps shall not be equipped with casters. The Contractor will be allowed to display safety or warning labels on dumpster containers such as "No Playing In or Around", "No Hazardous Wastes." or "No Dumping of Household Wastes". Advertising will not be permitted on refuse dumpsters.

4.3.4.1 PAINTING. All dumpsters furnished under this contract shall be a uniform brown color and shall be new or freshly painted prior to being placed into service under this contract. Color samples shall be submitted to the Contracting Officer for review. Dumpsters shall be painted or touched-up during the term of the contract to provide a neat, clean appearance.

4.3.5 FISH STATION COLLECTION BASKET. Fish station collection baskets shall be furnished by the Contractor. The maximum basket size shall be 24" x 30" x 27" in height. The maximum mesh size is 1/4 inch by 1 inch in diameter. See Appendix B for a sample basket plan. The Contractor shall submit custom basket designs to the Contracting Officer for review. If the basket does not meet contract requirements the Contractor shall be required to provide an alternate basket style for review and trial use.

SECTION C-5 DESCRIPTION OF THE WORK

5.1 GENERAL. The Contractor shall supply refuse dumpsters and fish station collection baskets, remove refuse, clean, service and maintain sanitary conditions at all refuse dumpsters and fish cleaning stations in accordance with specifications, drawings and schedules contained herein. The Contractor shall remove all refuse collected from Government property and properly dispose of materials in accordance with Federal, State and local regulations.

5.1.1 DUMPSTER AND FISH BASKET PLACEMENT. Refuse dumpsters and fish station collection baskets shall be delivered and placed in recreation areas by the morning that recreation areas open. Areas already open shall have dumpsters and fish station baskets delivered and in place the first morning of the contract period. Dumpsters and fish station collection baskets shall remain in place until the last scheduled service in the recreation area, contract period or until notified to be removed by the Contracting Officer.

5.2 FACILITIES. The number and types of facilities for each area are set forth in Appendix C.

5.3 LANDFILL RECEIPTS. The Contractor shall submit a copy of the official signed and dated receipts with monthly submittal of invoice for payment, showing deposit at a legal landfill refuse collected from Government containers at the Mark Twain Lake Project.

5.4 SERVICE REFUSE DUMPSTERS. The Contractor shall remove all refuse from refuse dumpsters, clean, service and maintain sanitary conditions.

5.4.1 AREA CLEANUP. The Contractor shall remove all litter, trash bags, garbage, debris, etc., on and within 10' of the surface of the dumpster pads and shall place it in the refuse truck each time a refuse removal service is performed. The Contractor shall replace and center all dumpsters within the designated area and shall insure that all container lids are properly closed.

5.4.2 REFUSE DUMPSTER MOVEMENT. "General Dumpster Locations" are shown on Appendix A, but may be moved within recreation areas with Government approval, to accommodate visitor requirements. The Contractor shall insure that dumpsters remain in their proper locations. In the event dumpsters are moved, the Contractor shall return them to their proper location at each regularly scheduled service or within 24 hours after notification by the Contracting Officer. The Contractor shall also collect and dispose of refuse spilled on both land and water due to a dumpster's unauthorized movement when the dumpster is returned to its proper location. Dumpsters located within the flood pool elevations of Mark Twain Lake shall be moved by the Contractor to safe locations due to rising lake levels when notified by the Contracting Officer. The Government reserves the right to move and relocate the Contractors dumpsters during flooding conditions, to accommodate visitor requirements or construction activities. The Contractor shall return the dumpsters to their designated locations as soon as the water levels drop to safe levels when notified by the Contracting Officer.

5.5 SERVICE FISH CLEANING STATIONS. The Contractor shall remove all fish parts, clean, service and maintain sanitary conditions at all fish cleaning stations. Items to be cleaned shall include the entire fish cleaning station, light fixtures, working surfaces, base slabs, collection baskets, holding tanks, drain gates and screens, uprights, recesses and eaves. The above items shall be cleaned with approved: disinfectants, cleaning solutions, degreasers and odor control agents.

5.5.1 FISH REMOVAL. The Contractor shall collect all fish parts, litter, debris and associated refuse from, on and within the fish cleaning station tank, structure and slab including a 10' (ten feet) area surrounding the station. Waste materials shall be removed from Government property and disposed of in accordance with all Federal, State, and local regulations each time the fish cleaning stations are serviced.

5.5.2 FISH STATION DRAIN SCREENS. The Contractor shall keep all drain screens in the down position at all times. Fish parts and debris shall not be allowed to enter drains.

5.5.3 FIXTURES. The Contractor shall check, and clean light bulb covers on fish cleaning stations during each service. If the fixture is not working, the Contractor shall immediately notify the Contracting Officer.

5.6 TEMPORARY/SPECIAL EVENT SERVICES. The Contractor will be required to provide additional 4-cubic yard dumpsters for temporary services and special events held on the project. The Contractor will be notified of specific quantities, schedules of services and locations. The number of required temporary/special event dumpsters will not exceed ten at any given time. Note: Dumpster service schedule may be daily during special events.

SECTION C-6
TECHNICAL EXHIBITS/APPENDICIES

Appendix A-1 thru A-10 – Contract Area/Maps

Appendix B – Sample Fish Basket

Appendix C-1 thru C-2 – Facility List

Appendix D-1 thru D-3 – Schedule of Services

Appendix E-1 thru E-3 – Accident Prevention Program

Appendix F - Vehicle Sign

Appendix G – Work Plan

Appendix H-1 thru H-3 – Quality Assurance Surveillance Plan

Appendix I – Performance Requirements Acceptable Levels

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52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

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52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall

not use appropriated funds to pay 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 in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000.

(End of clause)

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52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of

the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) 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 number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) 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 name.

(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).

(End of provision)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(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.

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 the FAR at Subpart 32.11) 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; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(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)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (NOV 2007)

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2007)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(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.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

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

___ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the 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 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)(9)(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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(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 "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli 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 Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated 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 or designated 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 covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated 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 or designated 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 12689). 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

(3) () 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 (i)(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 (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(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 (i)(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.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. 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. 3701, 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 (DEC 2007)

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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.)

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (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 (Nov 2007) (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) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (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.

___ (12) 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).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

X (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

X (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(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)).

___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

X (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___X___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 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)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) 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.)

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (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.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (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) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(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 \$550,000 (\$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 (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) 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)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

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

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: (314) 331-8746.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 March 2008 or Award Date, which ever is later, through one year after Award Date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

(iv) OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the 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 30 days.

(End of clause)

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

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

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

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

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

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

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(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)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice

of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (NOV 2006) -
ALTERNATE I (JUL 2000)

(a) Definitions. As used in this clause-

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(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)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the

Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

52 Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Department of the Army
St. Louis District, Corps of Engineers
Contract Division Room 4.207
1222 Spruce Street
St. Louis, Missouri 63103

(b) Any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

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 provision)

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)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all

Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUNE 2007)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause.
Will be provided after Award.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(v) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

(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, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

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

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

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g)

(1)

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

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

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

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

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY. (DEC 1991)

(a) "Definition - Mapping, charting, and geodesy (MC&G) property" means geodetic, geomagnetic, gravimetric, aeronautical, topographic, hydrographic, cultural, and toponymic data presented in the form of topographic, planimetric, relief, or thematic maps and graphics; nautical and aeronautical charts and publications; and in simulated, photographic, digital, or computerized formats.

(b) The Contractor shall not duplicate, copy, or otherwise reproduce MC&G property for purposes other than those necessary for performance of the contract.

(c) At the completion of performance of the contract, the Contractor, as directed by the Contracting Officer, shall either destroy or return to the Government all Government-furnished MC&G property not consumed in the performance of this contract.

PIL 2003-06, Security Language for all Corps of Engineers' Unclassified Contracts

All Contractor employees (U.S. Citizens and Non-U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail), shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P located at <http://web1.whs.osd.mil/icdhome/SF85&86.HTM> and submit to the St. Louis District Security Officer, Kent A. Hayes, Corps of Engineers, 1222 Spruce Street, St. Louis, MO 63103 within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the St. Louis District Security Officer, Kent A. Hayes, Corps of Engineers, 1222 Spruce Street, St. Louis, MO 63103. For those contractors that do not have a CAGE Code or Facility Security Clearance, the St. Louis District Security Officer will process the investigation with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (Note: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services). The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the U.S. Such documentation may include a U.S. passport, Certificate of U.S. citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

WAGE DETERMINATION

WD 05-2309 (Rev.-4) was first posted on www.wdol.gov on 08/07/2007

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2309
 Revision No.: 4
 Date Of Revision: 08/02/2007

States: Illinois, Missouri

Area: Illinois Counties of Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Saline, St Clair, Union, Washington, Wayne, Williamson
 Missouri Counties of Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, Scotland, Shelby, St Charles, St Francois, St Louis, Ste Genevieve, Warren, Washington

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.97
01012 - Accounting Clerk II	15.67
01013 - Accounting Clerk III	18.57
01020 - Administrative Assistant	21.78
01040 - Court Reporter	16.57
01051 - Data Entry Operator I	11.11
01052 - Data Entry Operator II	13.33
01060 - Dispatcher, Motor Vehicle	16.36
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.12
01111 - General Clerk I	10.95
01112 - General Clerk II	12.11
01113 - General Clerk III	14.03
01120 - Housing Referral Assistant	19.30
01141 - Messenger Courier	10.15
01191 - Order Clerk I	10.47
01192 - Order Clerk II	12.87
01261 - Personnel Assistant (Employment) I	14.46
01262 - Personnel Assistant (Employment) II	16.34
01263 - Personnel Assistant (Employment) III	18.14
01270 - Production Control Clerk	18.70
01280 - Receptionist	12.14
01290 - Rental Clerk	14.59
01300 - Scheduler, Maintenance	14.74
01311 - Secretary I	14.74
01312 - Secretary II	16.84
01313 - Secretary III	19.30
01320 - Service Order Dispatcher	15.56
01410 - Supply Technician	20.35
01420 - Survey Worker	16.36
01531 - Travel Clerk I	10.84
01532 - Travel Clerk II	11.67
01533 - Travel Clerk III	12.45
01611 - Word Processor I	12.47

01612 - Word Processor II	14.73
01613 - Word Processor III	17.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.36
05010 - Automotive Electrician	18.83
05040 - Automotive Glass Installer	18.05
05070 - Automotive Worker	18.05
05110 - Mobile Equipment Servicer	16.47
05130 - Motor Equipment Metal Mechanic	19.62
05160 - Motor Equipment Metal Worker	18.05
05190 - Motor Vehicle Mechanic	20.09
05220 - Motor Vehicle Mechanic Helper	15.29
05250 - Motor Vehicle Upholstery Worker	17.26
05280 - Motor Vehicle Wrecker	18.05
05310 - Painter, Automotive	18.83
05340 - Radiator Repair Specialist	18.05
05370 - Tire Repairer	15.80
05400 - Transmission Repair Specialist	19.62
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.61
07041 - Cook I	11.02
07042 - Cook II	12.07
07070 - Dishwasher	7.97
07130 - Food Service Worker	9.53
07210 - Meat Cutter	14.85
07260 - Waiter/Waitress	7.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.69
09040 - Furniture Handler	12.84
09080 - Furniture Refinisher	18.69
09090 - Furniture Refinisher Helper	15.18
09110 - Furniture Repairer, Minor	17.13
09130 - Upholsterer	18.69
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.70
11060 - Elevator Operator	9.70
11090 - Gardener	14.57
11122 - Housekeeping Aide	10.14
11150 - Janitor	9.99
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.33
11260 - Pruner	10.77
11270 - Tractor Operator	13.66
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	11.06
12000 - Health Occupations	
12010 - Ambulance Driver	16.12
12011 - Breath Alcohol Technician	14.94
12012 - Certified Occupational Therapist Assistant	17.73
12015 - Certified Physical Therapist Assistant	17.33
12020 - Dental Assistant	14.35
12025 - Dental Hygienist	28.10
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	16.12
12071 - Licensed Practical Nurse I	13.48
12072 - Licensed Practical Nurse II	15.08
12073 - Licensed Practical Nurse III	16.81
12100 - Medical Assistant	11.41
12130 - Medical Laboratory Technician	14.12
12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	14.39
12195 - Medical Transcriptionist	14.22
12210 - Nuclear Medicine Technologist	26.15
12221 - Nursing Assistant I	8.95
12222 - Nursing Assistant II	9.82

12223 - Nursing Assistant III	10.45
12224 - Nursing Assistant IV	12.11
12235 - Optical Dispenser	13.97
12236 - Optical Technician	13.09
12250 - Pharmacy Technician	12.83
12280 - Phlebotomist	12.11
12305 - Radiologic Technologist	20.74
12311 - Registered Nurse I	22.81
12312 - Registered Nurse II	24.90
12313 - Registered Nurse II, Specialist	24.90
12314 - Registered Nurse III	30.13
12315 - Registered Nurse III, Anesthetist	30.13
12316 - Registered Nurse IV	36.11
12317 - Scheduler (Drug and Alcohol Testing)	18.48
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.16
13012 - Exhibits Specialist II	21.87
13013 - Exhibits Specialist III	24.82
13041 - Illustrator I	18.91
13042 - Illustrator II	23.24
13043 - Illustrator III	27.41
13047 - Librarian	22.85
13050 - Library Aide/Clerk	11.22
13054 - Library Information Technology Systems Administrator	20.64
13058 - Library Technician	13.95
13061 - Media Specialist I	14.28
13062 - Media Specialist II	15.99
13063 - Media Specialist III	17.81
13071 - Photographer I	15.19
13072 - Photographer II	16.99
13073 - Photographer III	21.05
13074 - Photographer IV	24.28
13075 - Photographer V	29.36
13110 - Video Teleconference Technician	13.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.55
14042 - Computer Operator II	16.27
14043 - Computer Operator III	20.08
14044 - Computer Operator IV	22.70
14045 - Computer Operator V	24.72
14071 - Computer Programmer I (1)	21.35
14072 - Computer Programmer II (1)	25.49
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.55
14160 - Personal Computer Support Technician	22.70
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.34
15020 - Aircrew Training Devices Instructor (Rated)	35.50
15030 - Air Crew Training Devices Instructor (Pilot)	42.55
15050 - Computer Based Training Specialist / Instructor	27.79
15060 - Educational Technologist	24.56
15070 - Flight Instructor (Pilot)	42.55
15080 - Graphic Artist	21.06
15090 - Technical Instructor	19.21
15095 - Technical Instructor/Course Developer	23.49
15110 - Test Proctor	15.70
15120 - Tutor	15.70
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.33
16030 - Counter Attendant	8.33
16040 - Dry Cleaner	10.36
16070 - Finisher, Flatwork, Machine	8.33

16090 - Presser, Hand	8.33
16110 - Presser, Machine, Drycleaning	8.33
16130 - Presser, Machine, Shirts	8.33
16160 - Presser, Machine, Wearing Apparel, Laundry	8.33
16190 - Sewing Machine Operator	11.00
16220 - Tailor	11.63
16250 - Washer, Machine	9.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.91
19040 - Tool And Die Maker	24.58
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.82
21030 - Material Coordinator	18.70
21040 - Material Expediter	18.70
21050 - Material Handling Laborer	19.18
21071 - Order Filler	11.74
21080 - Production Line Worker (Food Processing)	15.82
21110 - Shipping Packer	13.96
21130 - Shipping/Receiving Clerk	13.96
21140 - Store Worker I	10.64
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	15.82
21410 - Warehouse Specialist	15.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.33
23021 - Aircraft Mechanic I	21.51
23022 - Aircraft Mechanic II	22.33
23023 - Aircraft Mechanic III	23.18
23040 - Aircraft Mechanic Helper	16.33
23050 - Aircraft, Painter	20.43
23060 - Aircraft Servicer	18.44
23080 - Aircraft Worker	19.28
23110 - Appliance Mechanic	20.56
23120 - Bicycle Repairer	15.80
23125 - Cable Splicer	21.83
23130 - Carpenter, Maintenance	26.52
23140 - Carpet Layer	21.82
23160 - Electrician, Maintenance	27.81
23181 - Electronics Technician Maintenance I	20.69
23182 - Electronics Technician Maintenance II	23.36
23183 - Electronics Technician Maintenance III	24.72
23260 - Fabric Worker	18.30
23290 - Fire Alarm System Mechanic	21.10
23310 - Fire Extinguisher Repairer	16.97
23311 - Fuel Distribution System Mechanic	21.16
23312 - Fuel Distribution System Operator	16.97
23370 - General Maintenance Worker	19.06
23380 - Ground Support Equipment Mechanic	21.51
23381 - Ground Support Equipment Servicer	18.44
23382 - Ground Support Equipment Worker	19.28
23391 - Gunsmith I	16.97
23392 - Gunsmith II	19.47
23393 - Gunsmith III	21.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Cntditioning Mechanic (Research Facility)	21.82
23430 - Heavy Equipment Mechanic	21.10
23440 - Heavy Equipment Operator	22.67
23460 - Instrument Mechanic	21.16
23465 - Laboratory/Shelter Mechanic	20.25
23470 - Laborer	15.61
23510 - Locksmith	20.21
23530 - Machinery Maintenance Mechanic	22.83
23550 - Machinist, Maintenance	22.53
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	21.16

23592 - Metrology Technician II	21.96
23593 - Metrology Technician III	22.79
23640 - Millwright	24.14
23710 - Office Appliance Repairer	20.21
23760 - Painter, Maintenance	20.20
23790 - Pipefitter, Maintenance	26.23
23810 - Plumber, Maintenance	25.44
23820 - Pneudraulic Systems Mechanic	21.16
23850 - Rigger	21.16
23870 - Scale Mechanic	19.47
23890 - Sheet-Metal Worker, Maintenance	24.14
23910 - Small Engine Mechanic	19.42
23931 - Telecommunications Mechanic I	22.84
23932 - Telecommunications Mechanic II	23.74
23950 - Telephone Lineman	21.42
23960 - Welder, Combination, Maintenance	21.10
23965 - Well Driller	21.10
23970 - Woodcraft Worker	21.16
23980 - Woodworker	16.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.39
24580 - Child Care Center Clerk	11.68
24610 - Chore Aide	8.95
24620 - Family Readiness And Support Services Coordinator	10.31
24630 - Homemaker	11.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.23
25040 - Sewage Plant Operator	20.76
25070 - Stationary Engineer	24.23
25190 - Ventilation Equipment Tender	17.44
25210 - Water Treatment Plant Operator	20.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.00
27007 - Baggage Inspector	11.34
27008 - Corrections Officer	17.13
27010 - Court Security Officer	20.12
27030 - Detection Dog Handler	16.30
27040 - Detention Officer	17.13
27070 - Firefighter	23.34
27101 - Guard I	11.34
27102 - Guard II	16.30
27131 - Police Officer I	20.41
27132 - Police Officer II	22.69
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.69
28042 - Carnival Equipment Repairer	12.47
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	13.56
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	16.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.05
29020 - Hatch Tender	20.05
29030 - Line Handler	20.05
29041 - Stevedore I	17.96
29042 - Stevedore II	20.89
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	15.46
30022 - Archeological Technician II	16.71

30023 - Archeological Technician III	20.69
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	20.65
30061 - Drafter/CAD Operator I	18.79
30062 - Drafter/CAD Operator II	21.06
30063 - Drafter/CAD Operator III	23.48
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	16.04
30082 - Engineering Technician II	18.02
30083 - Engineering Technician III	21.03
30084 - Engineering Technician IV	26.07
30085 - Engineering Technician V	31.88
30086 - Engineering Technician VI	38.57
30090 - Environmental Technician	19.51
30210 - Laboratory Technician	20.31
30240 - Mathematical Technician	23.49
30361 - Paralegal/Legal Assistant I	16.56
30362 - Paralegal/Legal Assistant II	20.75
30363 - Paralegal/Legal Assistant III	25.10
30364 - Paralegal/Legal Assistant IV	30.37
30390 - Photo-Optics Technician	26.10
30461 - Technical Writer II	18.23
30462 - Technical Writer II	22.30
30463 - Technical Writer III	26.97
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.06
30621 - Weather Observer, Senior (2)	23.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.16
31030 - Bus Driver	16.39
31043 - Driver Courier	15.43
31260 - Parking and Lot Attendant	9.69
31290 - Shuttle Bus Driver	16.94
31310 - Taxi Driver	10.50
31361 - Truckdriver, Light	16.94
31362 - Truckdriver, Medium	17.97
31363 - Truckdriver, Heavy	20.79
31364 - Truckdriver, Tractor-Trailer	20.79
99000 - Miscellaneous Occupations	
99030 - Cashier	8.52
99050 - Desk Clerk	9.85
99095 - Embalmer	22.09
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker III	11.89
99310 - Mortician	23.48
99410 - Pest Controller	13.71
99510 - Photofinishing Worker	11.44
99710 - Recycling Laborer	16.77
99711 - Recycling Specialist	20.00
99730 - Refuse Collector	14.76
99810 - Sales Clerk	11.77
99820 - School Crossing Guard	9.75
99830 - Survey Party Chief	17.83
99831 - Surveying Aide	11.83
99832 - Surveying Technician	16.21
99840 - Vending Machine Attendant	12.13
99841 - Vending Machine Repairer	14.18
99842 - Vending Machine Repairer Helper	12.13

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per 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 4174)

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

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

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

** UNIFORM ALLOWANCE **

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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.

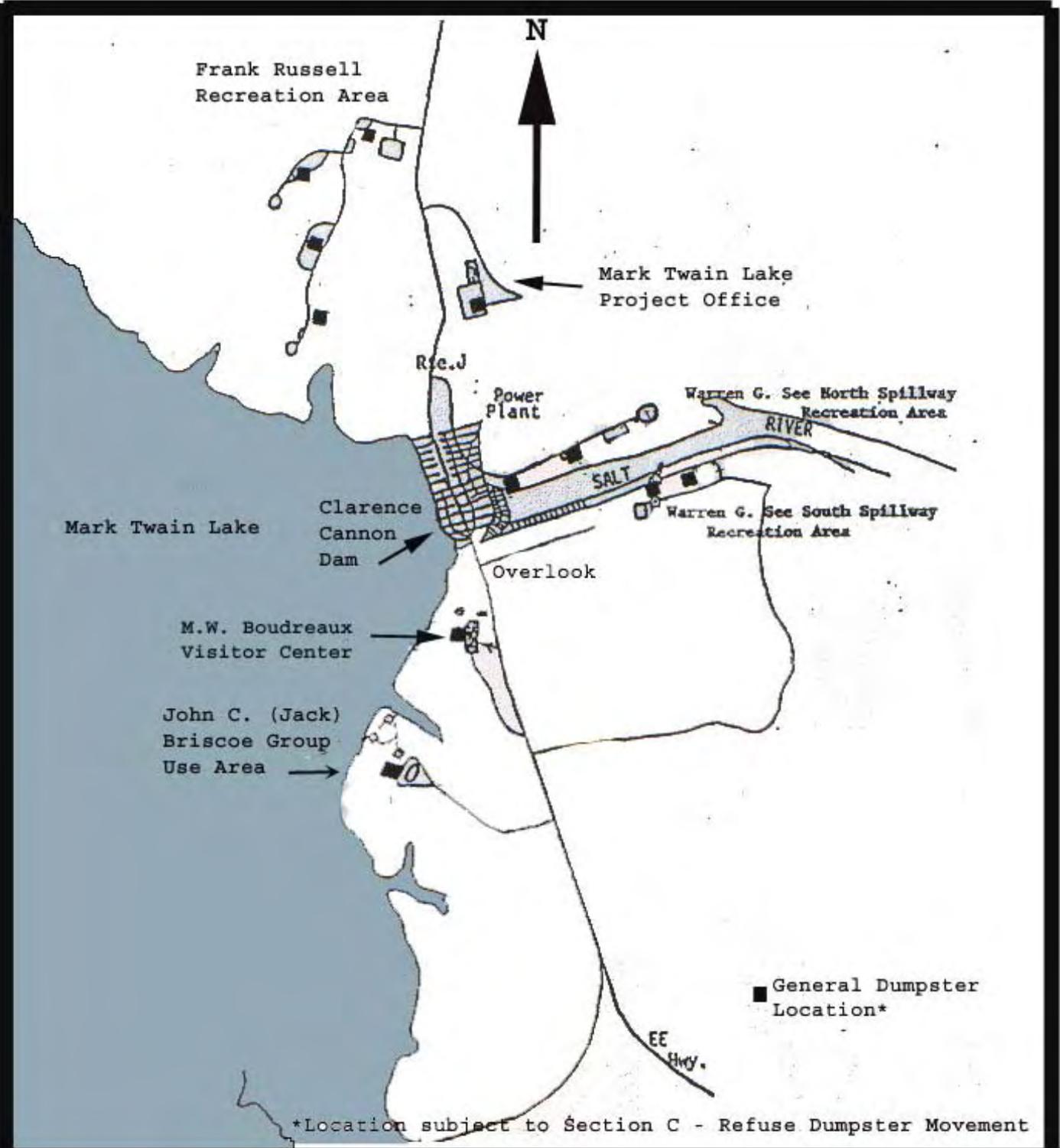
The process for preparing a conformance request is as follows:

- 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.

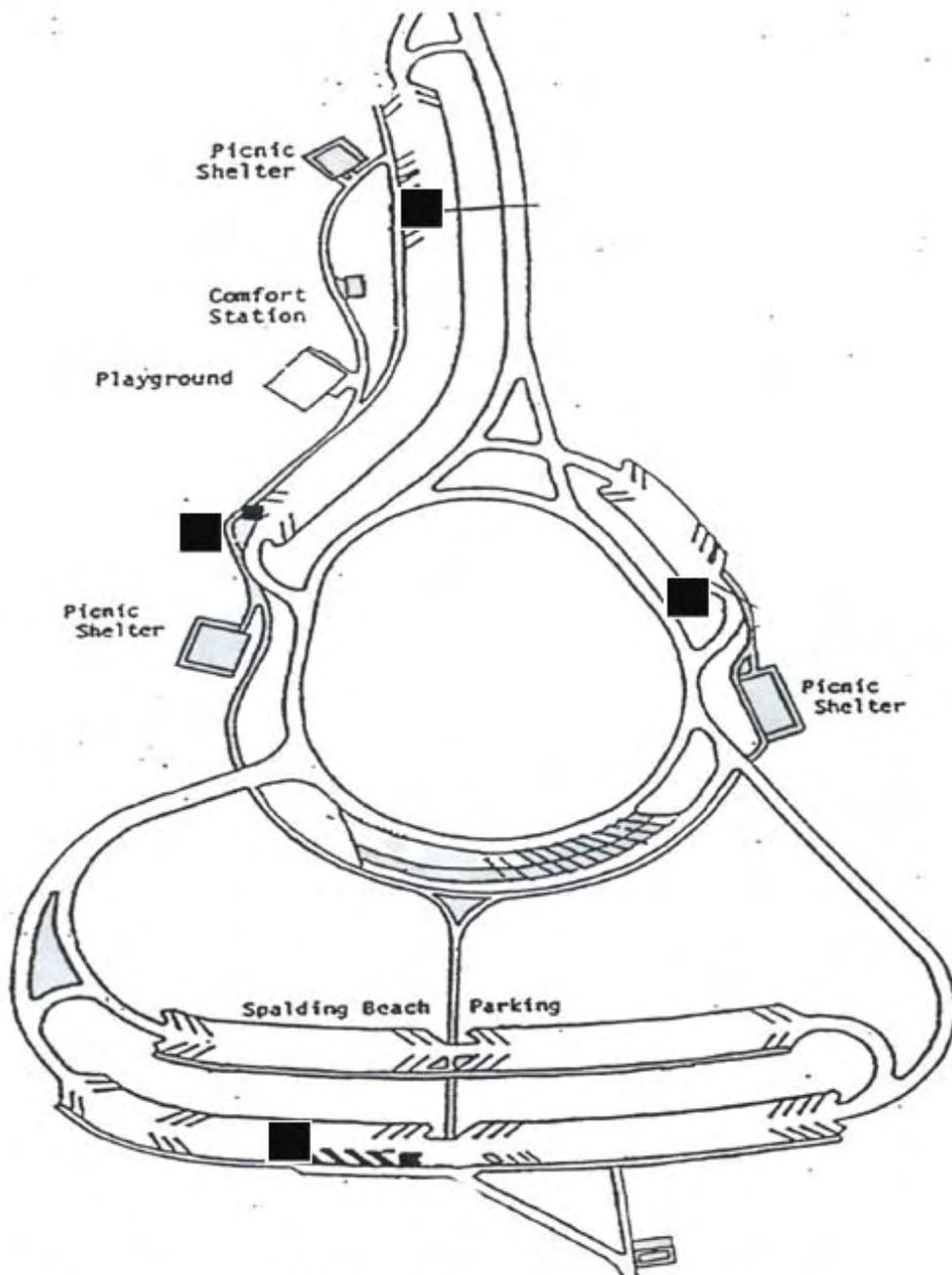
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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.



**Specifications for Refuse Removal Services
General Locations Dam Area Mark Twain Lake**

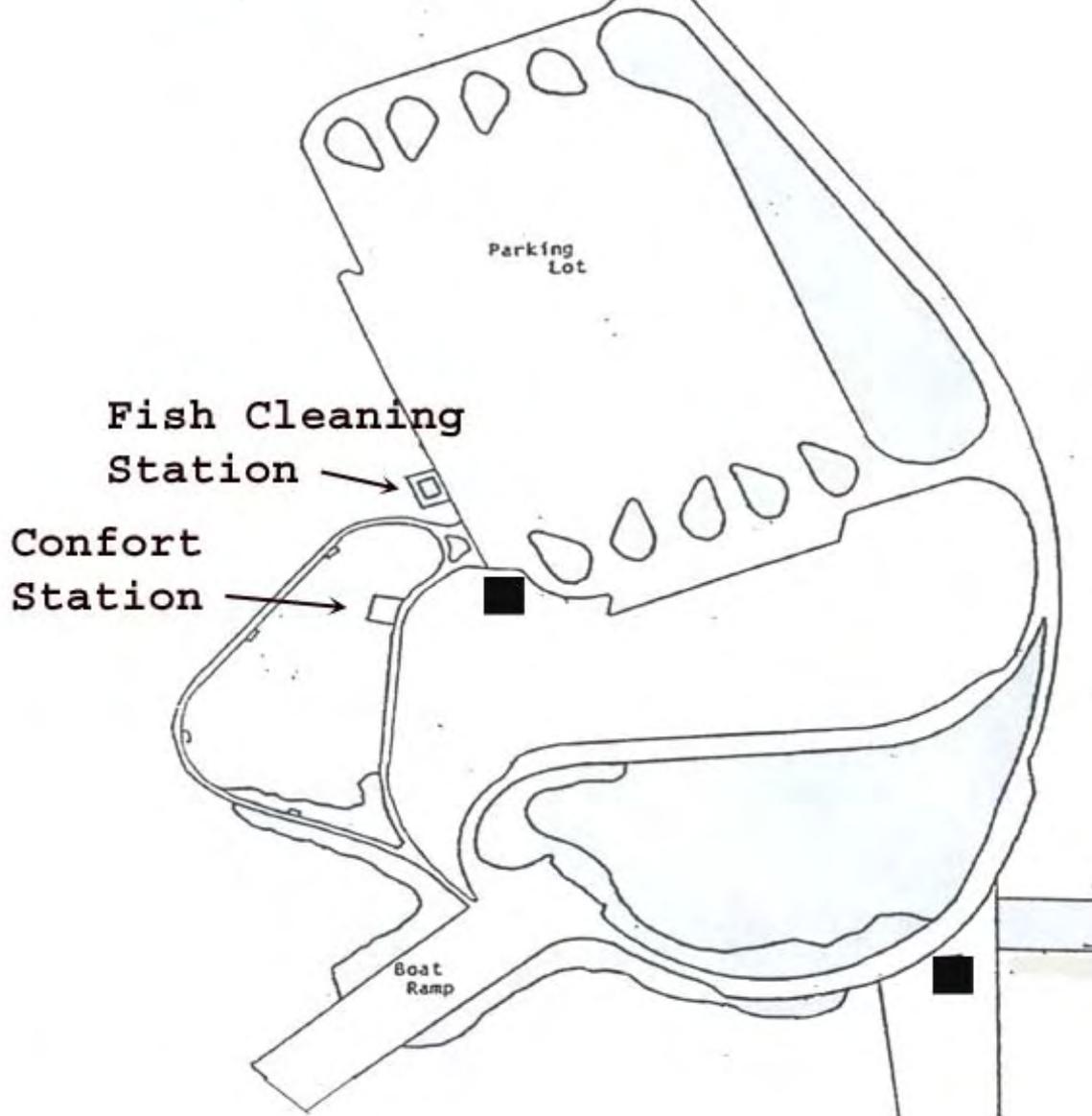


■ General Dumpster Locations

■ Subject to Section C Refuse Dumpster Movement

Specifications for Refuse Removal Services
 General Locations - John Spalding Rec. Area

Entrance
Road



Fish Cleaning
Station

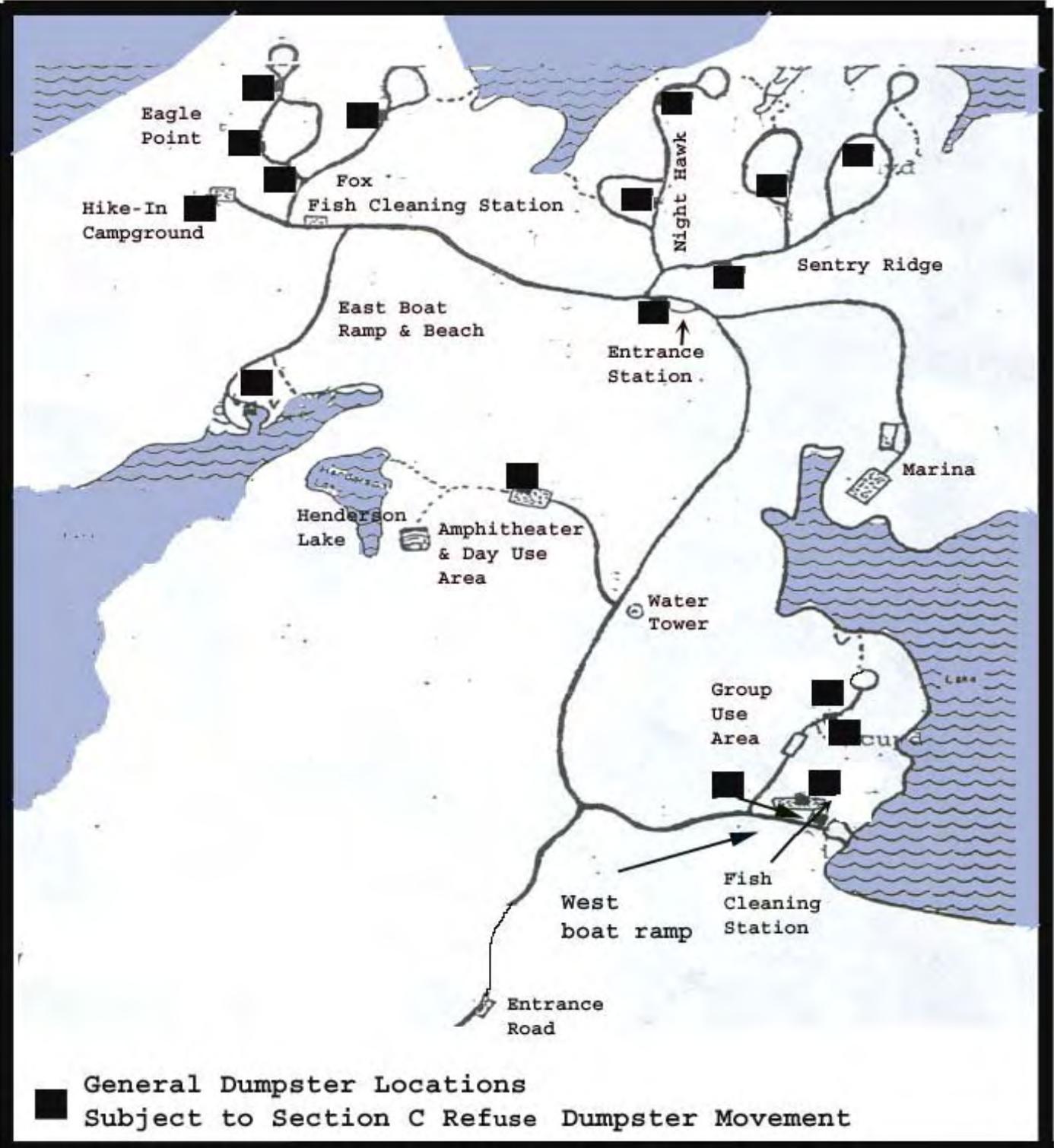
Confort
Station

Parking
Lot

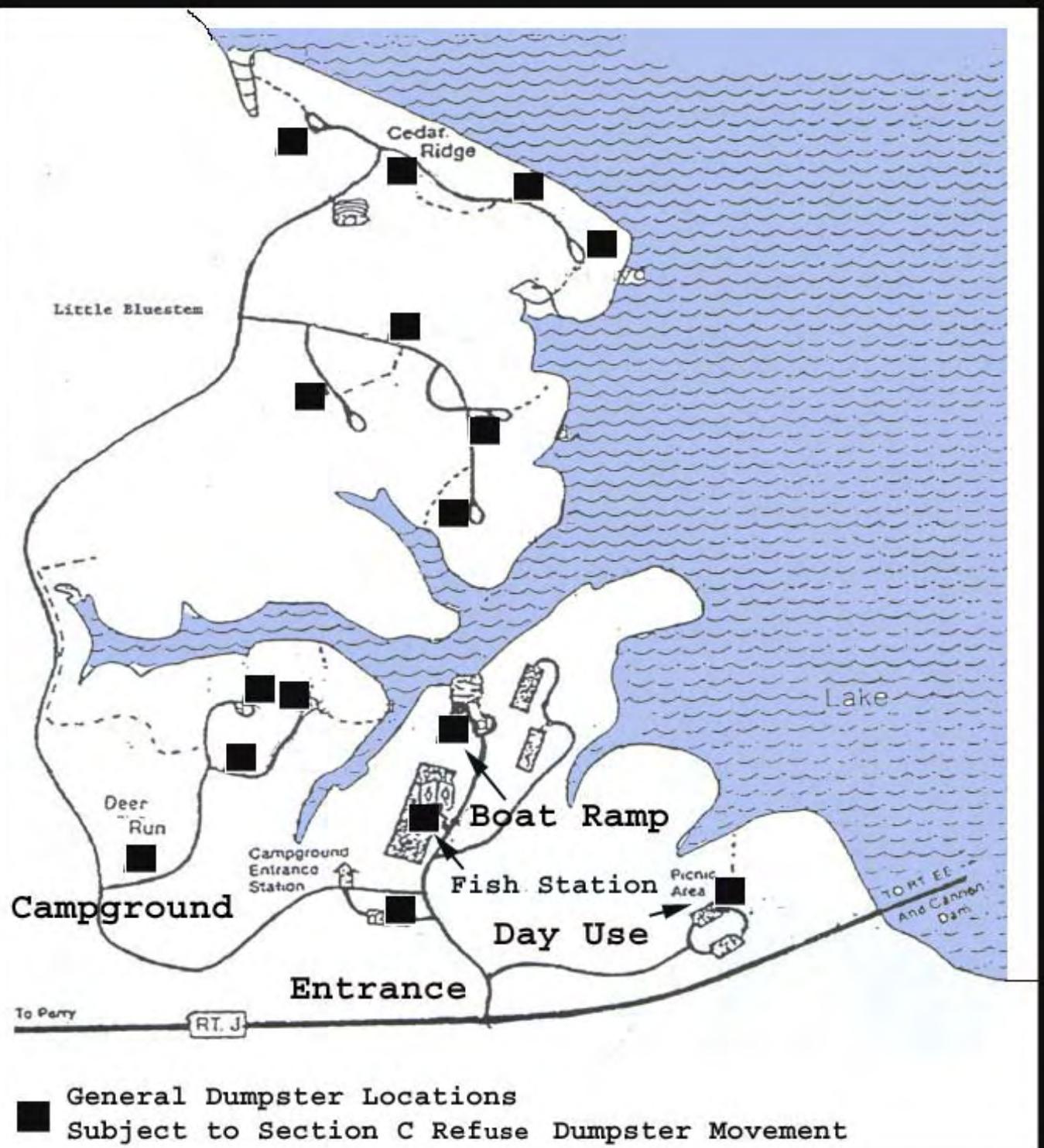
Boat
Ramp

- General Dumpster Locations
- Subject to Section C Refuse Dumpster Movement

Specifications for Refuse Removal Services
General Locations - John Spalding Boat Ramp

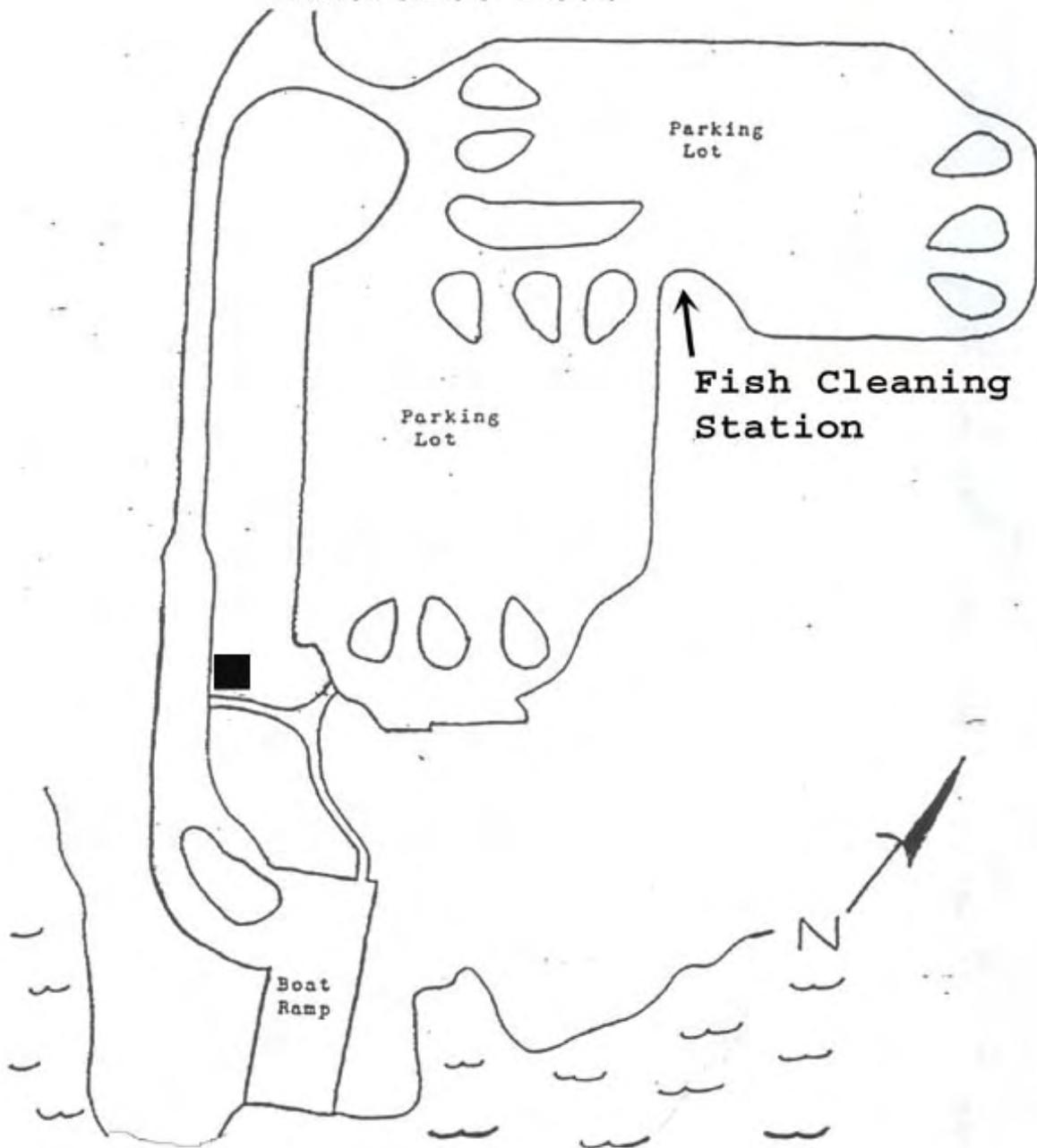


Specificatons for Refuse Removal Services
 General Locations - Indian Creek Rec. Area



**Specifications for Refuse Removal Services
General Locations - Ray Behrens Rec. Area**

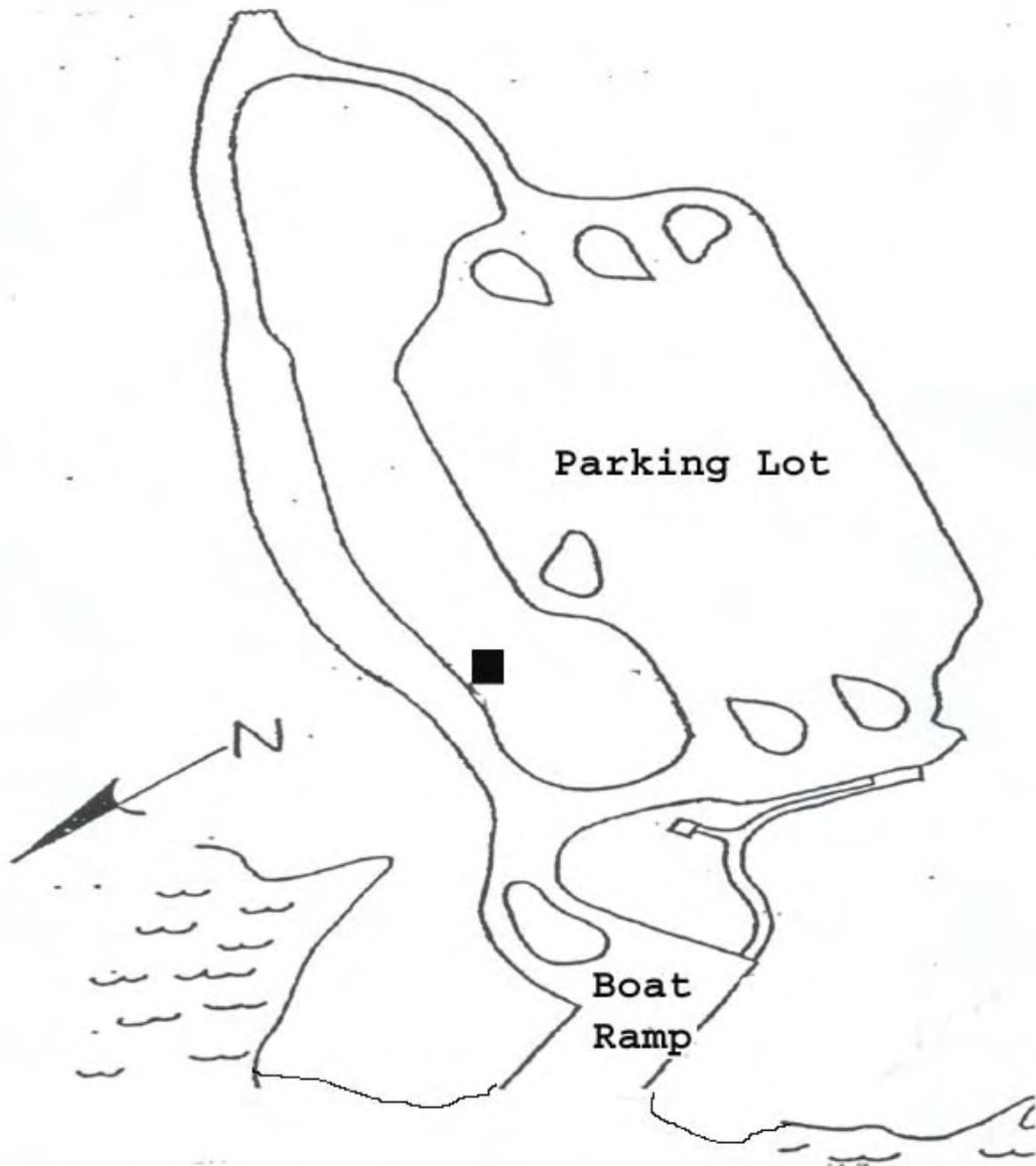
Entrance Road



■ General Dumpster Locations

■ Subject to Section C Refuse Dumpster Movement

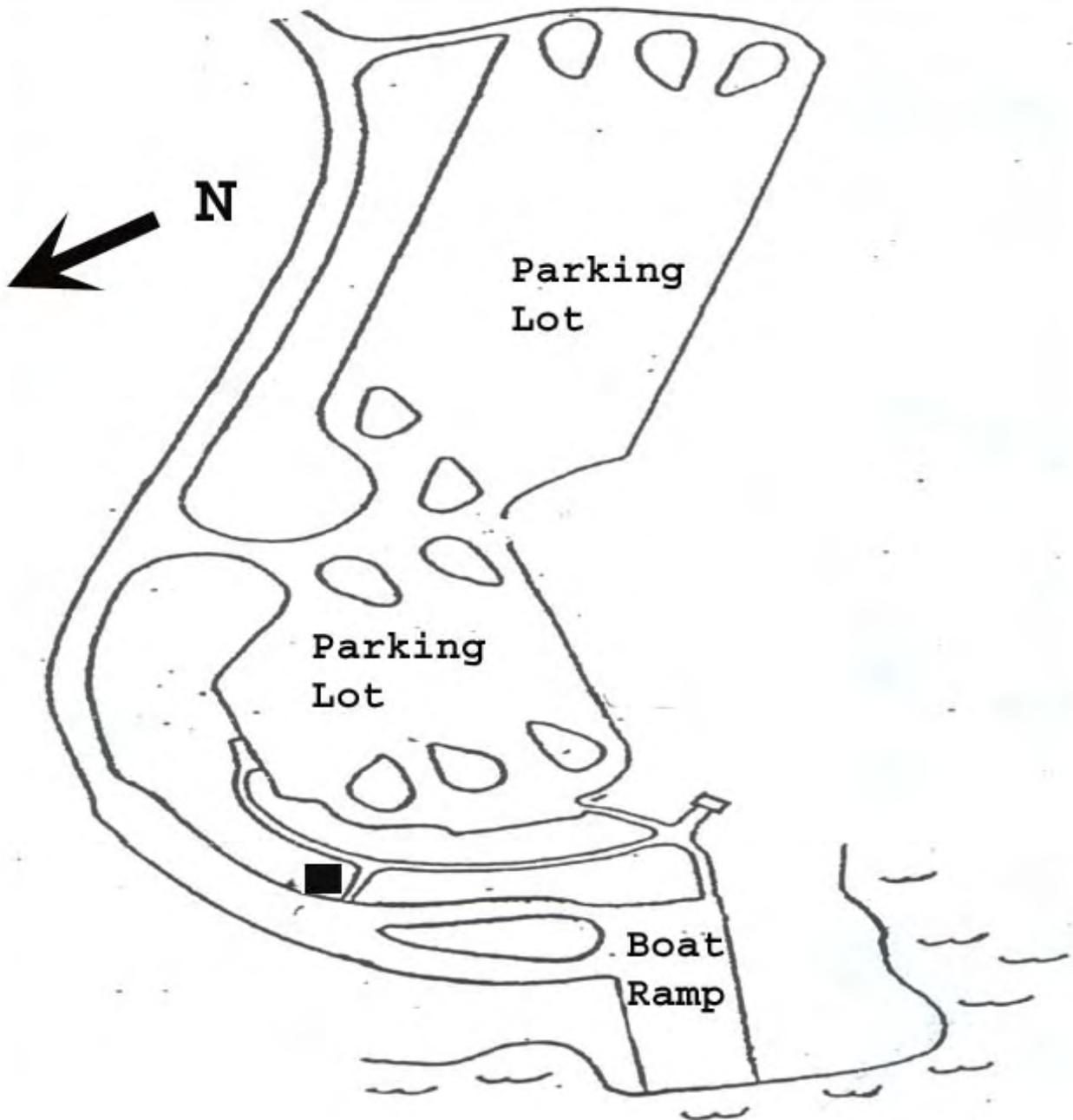
Specifications for Refuse Removal Services
General Locations - Stoutsville Rec. Area



■ General Dumpster Locations

■ Subject to Section C Refuse Dumpster Movement

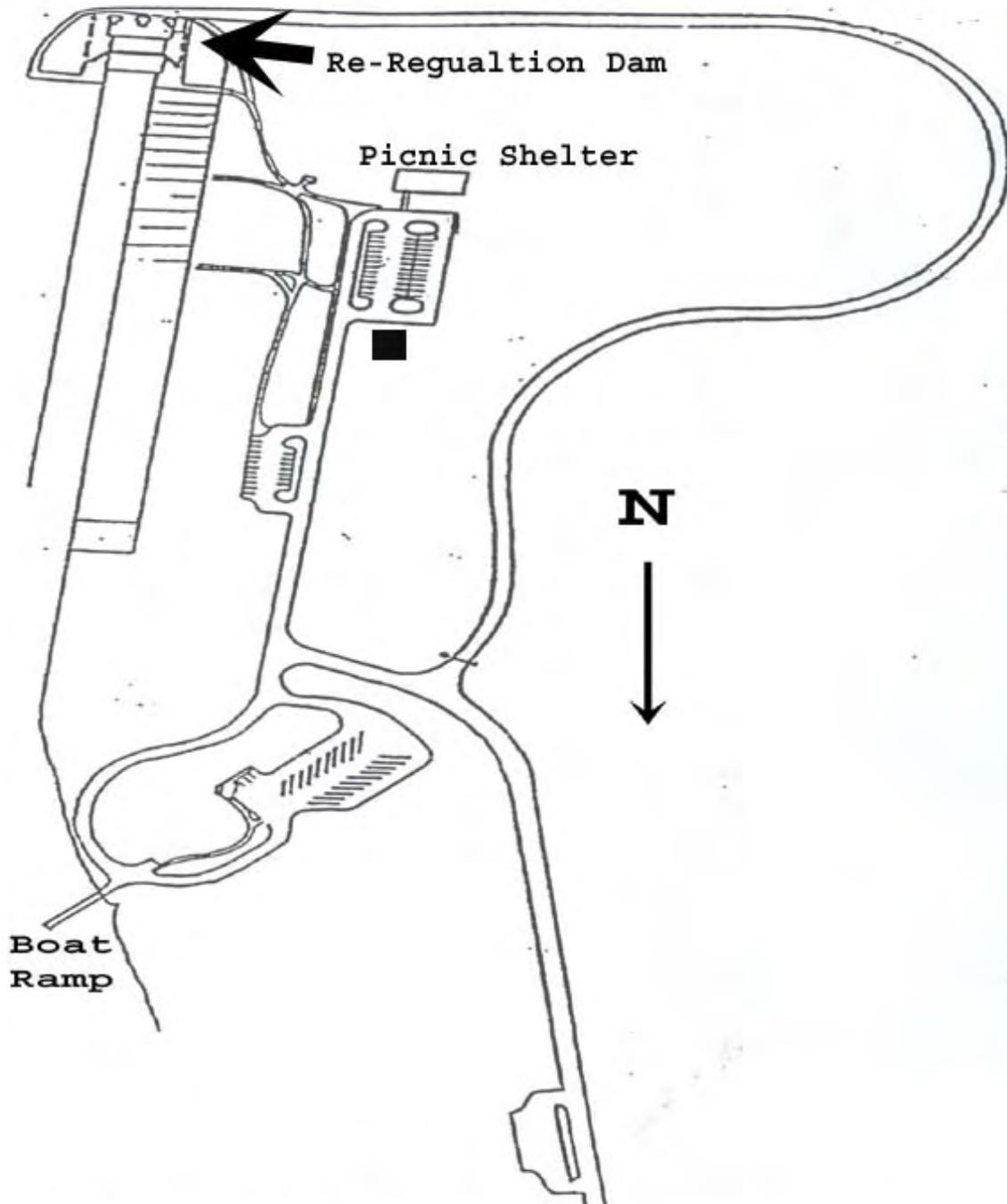
Specifications for Refuse Removal Services
General Locations - Robert Allen Rec. Area



■ General Dumpster Locations

■ Subject to Section C Refuse Dumpster Movement

Specifications for Refuse Removal Services
General Locations - South Fork Rec. Area



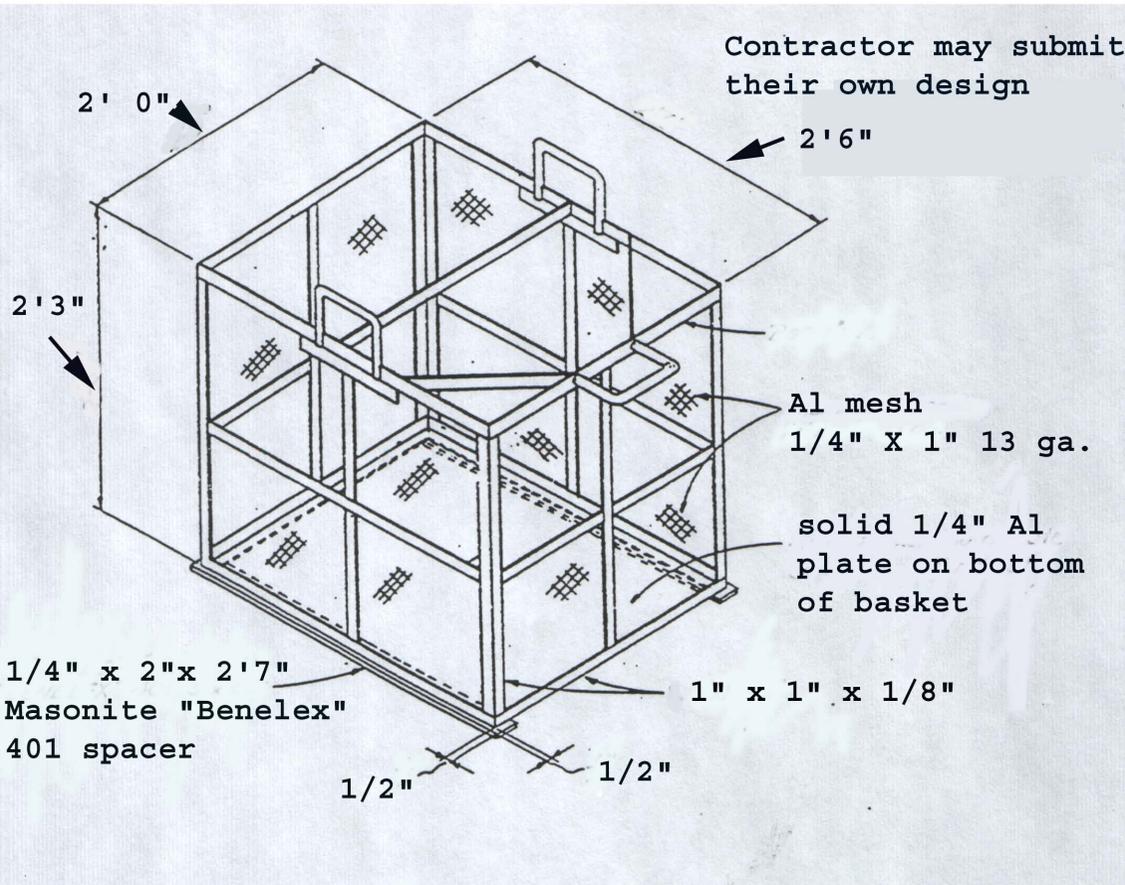
■ General Dumpster Locations

■ Subject to Section C Refuse Dumpster Movement

Specifications for Refuse Removal Services
General Locations - Bluffview Recreation Area

APPENDIX B

Sample Fish Basket



APPENDIX C
FACILITIES/ LOCATION
NO. OF DUMPSTERS FISH CLEANING STATIONS

APPENDIX C FACILITIES AND LOCATIONS												
FACILITY/SERVICE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MTL Project Office	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 4 CY												
Cannon Power Plant	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 4 CY												
North Spillway	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 2 CY												
South Spillway	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 4 CY					1	1	1	1	1			
Service Dumpster - 2 CY												
M.W. Boudreaux Visitor Center			1	1	1	1	1	1	1	1	1	
Service Dumpster - 2 CY												
John (Jack) Briscoe Group Use Area				1	1	1	1	1	1			
Service Dumpster - 4 CY												
Ray Behrens - Picnic Area				1	1	1	1	1	1	1		
Service Dumpster - 2 CY												
Ray Behrens - Boat Ramp			1	1	1	1	1	1	1	1	1	
Service Dumpster - 2 CY												
Ray Behrens - Fish Station	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 4 CY				1	1	1	1	1	1	1		
Service Fish Cleaning Station												
Ray Behrens - Entrance Station			1	1	1	1	1	1	1	1	1	
Service Dumpster - 2 CY												
Ray Behrens - Deer Run			4	4	4	4	4	4	4	4	4	
Service Dumpster - 4 CY												
Ray Behrens - Little Bluestem				4	4	4	4	4	4	4		
Service Dumpster - 4 CY												
Ray Behrens - Cedar Ridge				4	4	4	4	4	4			
Service Dumpster - 4 CY												
Robert Allen Recreation Area	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 4 CY												
South Fork Recreation Area	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 4 CY												
Stoutsville Recreation Area	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 4 CY				1	1	1	1	1	1	1		
Service Fish Cleaning Station												
Indian Creek - Group Use Area				2	2	2	2	2	2			
Service Dumpster - 4 CY												
Indian Creek - West Boat Ramp Area	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 2 CY				1	1	1	1	1	1	1		
Indian Creek - West Boat Ramp - Fish Station												
Service Dumpster - 4 CY				1	1	1	1	1	1	1		
Service Fish Cleaning Station												

APPENDIX C
FACILITIES/ LOCATION
NO. OF DUMPSTERS FISH CLEANING STATIONS

APPENDIX C FACILITIES AND LOCATIONS												
FACILITY/SERVICE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Indian Creek - Amphitheater & Picnic Area				1	1	1	1	1	1	1		
Service Dumpster - 2 CY												
Indian Creek - Trailer Dump Station			1	1	1	1	1	1	1	1	1	
Service Dumpster - 2 CY												
Indian Creek - Sentry Ridge			3	3	3	3	3	3	3	3	3	
Service Dumpster - 4 CY												
Indian Creek - Night Hawk				2	2	2	2	2	2	2		
Service Dumpster - 4 CY												
Indian Creek - Fox				1	1	1	1	1	1			
Service Dumpster - 4 CY												
Service Fish Cleaning Station				1	1	1	1	1	1	1		
Indian Creek - Eagle Point				3	3	3	3	3	3			
Service Dumpster - 4 CY												
Indian Creek - Hike-In Campground				1	1	1	1	1	1			
Service Dumpster - 2 CY												
Indian Creek - East Boat Ramp and Beach			1	1	1	1	1	1	1	1	1	
Service Dumpster - 2 CY												
John Spalding - Boat Ramp	1	1	2	2	2	2	2	2	2	2	2	1
Service Dumpster - 2 CY				1	1	1	1	1	1	1		
Service Fish Cleaning Station				2	2	2	2	2	2	2		
John Spalding - Picnic Area				2	2	2	2	2	2	2		
Service Dumpster - 2 CY				1	1	1	1	1	1	1		
Service Dumpster - 4 CY												
John Spalding - Beach Area				1	1	1	1	1	1			
Service Dumpster - 4 CY												
Bluffview Recreation Area	1	1	1	1	1	1	1	1	1	1	1	1
Service Dumpster - 2 CY				1	1	1	1	1	1	1		
Frank Russell - Entrance Station				1	1	1	1	1	1	1		
Service Dumpster - 2 CY												
Frank Russell - Joanna				1	1	1	1	1	1	1		
Service Dumpster - 4 CY				1	1	1	1	1	1			
Frank Russell - Clearview				1	1	1	1	1	1			
Service Dumpster - 4 CY												
Frank Russell - Flint Ridge				1	1	1	1	1	1			
Service Dumpster - 4 CY												

APPENDIX D

SCHEDULE OF SERVICE

All services are to be performed as specified (including holidays) between the hours of 8 a.m. - 3 p.m., except when the "F" service is to be performed (See Below). EXCEPTION: NO SERVICES TO BE PERFORMED ON: THANKSGIVING DAY, CHRISTMAS DAY OR NEW YEAR'S DAY.

Services are defined as follows:

B – SERVICES PERFORMED BI-WEEKLY ON FIRST AND THIRD THURSDAY

C – SERVICES PERFORMED FIVE TIMES PER WEEK ON SUNDAY, MONDAY, WEDNESDAY, FRIDAY, AND SATURDAY

D – SERVICES PERFORMED DAILY

F – SERVICES PERFORMED TWICE DAILY (Service predicated on fish stations seasonal demands.) The first service shall be performed between the hours of 8a.m. – 12 p.m. and the second service shall be performed between the hours of 2 p.m. – 6 p.m.

T – SERVICES PERFORMED THREE TIMES PER WEEK ON MONDAY, THURSDAY, AND SATURDAY

W – SERVICES PERFORMED ONCE A WEEK ON THURSDAY

NOTE 1: Actual beginning and ending services may vary depending on schedule of Recreation Season opening and closing dates for an area.

NOTE 2: During this contract period, it may be necessary to change the number and/or frequency of services. In the event changes occur, the Contracting Officer or his representative will notify the Contractor by telephone a minimum of 24 hours prior to the changes, followed by written confirmation. The changes in the number and/or frequency of services will require an increase or decrease in the total contract amount on the contract unit price.

**APPENDIX D
FACILITIES & SCHEDULE OF SERVICES**

FACILITY/SERVICE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MTL Project Office	W	W	W	W	W	W	W	W	W	W	W	W
Service Dumpster - 4 CY												
Cannon Power Plant	W	W	W	W	W	W	W	W	W	W	W	W
Service Dumpster - 4 CY												
North Spillway	B	B	W	W	W	W	W	W	W	W	W	B
Service Dumpster - 2 CY												
South Spillway					W	W	W	W	W			
Service Dumpster - 2 CY												
Service Dumpster - 4 CY	B	B	W	W	W	W	W	W	W	W	W	B
M.W. Boudreaux Visitor Center			W	T	T	T	T	T	T	W	W	
Service Dumpster - 2 CY												
John (Jack) Briscoe Group Use Area				W	W	W	W	W	W			
Service Dumpster - 4 CY												
Ray Behrens - Picnic Area				W	T	T	T	T	T	W		
Service Dumpster - 2 CY												
Ray Behrens - Boat Ramp			W	T	T	T	T	T	T	W	W	
Service Dumpster - 2 CY												
Ray Behrens -- Fish Station	B	B	W	T	T	T	T	T	T	W	W	B
Service Dumpster - 4 CY												
Service Fish Cleaning Station				C	D	D	D	D	C	T		
Ray Behrens - Entrance Station			W	T	T	T	T	T	T	T	W	
Service Dumpster - 2 CY												
Ray Behrens - Deer Run			W	T	T	T	T	T	T	T	W	
Service Dumpster - 4 CY												
Ray Behrens - Little Bluestem				T	T	T	T	T	T	T		
Service Dumpster - 4 CY												
Ray Behrens - Cedar Ridge				T	T	T	T	T	T	T		
Service Dumpster - 4 CY												
Robert Allen Recreation Area	B	B	W	T	T	T	T	T	T	W	W	B
Service Dumpster - 4 CY												
South Fork Recreation Area	B	B	W	T	T	T	T	T	T	W	W	B
Service Dumpster - 4 CY												
Stoutsville Recreation Area	B	B	W	T	T	T	T	T	T	W	W	B
Service Dumpster - 4 CY												
Service Fish Cleaning Station				C	D	D	D	D	C	T		
Indian Creek - Group Use Area				W	W	W	W	W	W			
Service Dumpster - 4 CY												
Indian Creek - West Boat Ramp Area	B	B	W	T	T	T	T	T	T	W	W	B
Service Dumpster - 2 CY												
Indian Creek - West Boat Ramp - Fish Station				T	T	T	T	T	T	W		
Service Dumpster - 4 CY												
Service Fish Cleaning Station				C	D	D	D	D	C	T		

**APPENDIX D
FACILITIES & SCHEDULE OF SERVICES**

FACILITY/SERVICE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Indian Creek - Amphitheater & Picnic Area Service Dumpster - 2 CY				W	W	W	W	W	W	W		
Indian Creek - Trailer Dump Station Service Dumpster - 2 CY			W	T	T	T	T	T	T	T	W	
Indian Creek - Sentry Ridge Service Dumpster - 4 CY			W	T	T	T	T	T	T	T	W	
Indian Creek - Night Hawk Service Dumpster - 4 CY				T	T	T	T	T	T	T		
Indian Creek - Fox Service Dumpster - 4 CY				T	T	T	T	T	T			
Service Fish Cleaning Station				C	D	D	D	D	C	T		
Indian Creek - Eagle Point Service Dumpster - 4 CY				T	T	T	T	T	T			
Indian Creek - Hike-In Campground Service Dumpster - 2 CY				W	W	W	W	W	W			
Indian Creek - East Boat Ramp and Beach Service Dumpster - 2 CY			W	T	T	T	T	T	T	W	W	
John Spalding - Boat Ramp Service Dumpster - 2 CY	B	B	W	T	T	T	T	T	T	W	W	B
Service Fish Cleaning Station				C	D	D	D	D	C	T		
John Spalding - Picnic Area Service Dumpster - 2 CY				W	T	T	T	T	T	W		
Service Dumpster - 4 CY				W	T	T	T	T	T	W		
John Spalding - Beach Area Service Dumpster				W	T	T	T	T	T			
Bluffview Recreation Area Service Dumpster - 2 CY	B	B	T	T	T	T	T	T	T	T	T	B
Frank Russell - Entrance Station Service Dumpster - 2 CY				W	T	T	T	T	T	W		
Frank Russell - Joanna Service Dumpster - 4 CY				W	T	T	T	T	T	W		
Frank Russell - Clearview Service Dumpster - 4 CY				W	T	T	T	T	T			
Frank Russell - Flint Ridge Service Dumpster - 4 CY				W	T	T	T	T	T			

ACCIDENT PREVENTION PROGRAM ADMINISTRATIVE PLAN

1. Contractor	2. Contract Name & No.	3. Date	
4. Project Superintendent	5. Shift/day	5a. Hours/shift	5b. Maximum employees/shift
6a. TRAINING - List subjects to be discussed with employees in safety indoctrination.			
6b. TRAINING - List mandatory training and certifications which are applicable to this project (e.g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, etc.)			
7. Responsibility & Authority - Who is responsible for safety?			
Project:	Corporate:	Line of Authority?	
8. Who will conduct safety inspection?	8a. How	8b. When	
9a. Is safety & health policy attached?	9b. Is safety program attached?	9c. Day & hour weekly safety meeting	
10. How will subcontractor & supplies be controlled?	11. What are their safety responsibilities?		
12. Who will report accidents, exposure data?			
13. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.			

**ACCIDENT PREVENTION PROGRAM
HAZARD ANALYSIS**

1. Contract No.	2. Project	3. Facility	
4. Date	5. Location	6. Estimated Start Date	
7. PRINCIPAL STEPS	8. POTENTIAL HAZARDS	9. RECOMMENDED CONTROLS	
10. EQUIPMENT TO BE USED	11. INSPECTION REQUIREMENTS	12. TRAINING REQUIREMENTS	
14. Report discussed with contractor/superintendent on _____		15. Contracting Officer (Signature & Date) or Contracting Officer Representative	
Area/Resident Engineer (Signature) _____			

VEHICLE SIGN

NAME OF CONTRACTOR

TYPE OF BUSINESS

ADDRESS

ALL LETTERING TO BE A MINIMUM OF 1.5" IN HEIGHT

Specifications for Refuse Removal Services
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APPENDIX F

Work Plan

The Master Work Plan shall include at a minimum the following:

- 1. The equipment and materials to be used,**
- 2. The name and telephone number(s) of supervisor(s) to whom deficiencies should be reported,**
- 3. The name(s) and telephone number(s) of supervisor(s), who can be contacted on a daily basis,**
- 4. The telephone number(s) and mailing address of the Contractor through which he can normally be contacted on a daily basis,**
- 5. The telephone number(s) where persons of authority within the Contractor's organization can be reached during non-duty hours,**
- 6. The Contractor's Quality Control Program, and**
- 7. The Contractor's Accident Prevention Program, as required by EM 385-1-1, including**
 - a. The Administrative Plan, see Appendix E, and**
 - b. The Job Hazard Analysis, see Appendix E.**

The Contractor shall submit a Monthly Work Plan, which shall include at a minimum the following:

- 1. The number of employees and how employees are to be used,**
- 2. The work schedule of each crew,**
- 3. The schedule of work for each contract area including expected dates and times of work to be performed.**
- 4. The cell phone number of the Contractor's supervisor**

APPENDIX G

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Quality Assurance Surveillance Plan (QASP). This plan will be used to assure the Government that the work specified under this contract is completed satisfactorily. Surveillance will be conducted three ways.

1.1 Inspection Procedures.

1.1.1 Random Sampling. A random sampling procedure will be the primary method of gathering information regarding Contractor's performance

1.1.2 Routine Inspection. A routine inspection surveillance of work may be used when item population base or frequency of work level is reduced during contract period

1.1.3 Formal Customer Complaints. Information gathered in writing from the visiting public or Government employees on specific deficiencies

1.2 Monitoring. Inspections of all services performed under this contract will be performed according to a schedule developed by the Government. The number of times that a service is provided by the Contractor for a given bid item during a specific time period, (day, week, etc.) is called a "lot". Samples will be selected randomly from each lot for inspection. Only those items appearing in the monthly random samples will be used for evaluating performance. However, deficiencies in services that are not included in the sample will be brought to the attention of the Contractor for corrective action.

1.3 Acceptable Quality Level (AQL). The maximum number of defective items in a lot that can be considered satisfactory on the average is called the acceptable quality level. The AQL for each service to be performed can be found in Appendix I. When the number of defects for a specified service (or lot) is below the AQL, the work will be considered satisfactory. However, the Contractor is still required to correct the deficiencies if possible. Each service that is performed will be determined acceptable or deficient according to the inspection rating that is received.

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2 Deductions. Once a random sample has been taken of a lot, and the number of defective items exceeds the AQL for that lot, a deduction will be made based on the following example:

- If: Quality of work completed is found to be unsatisfactory (the AQL of % is exceeded)
- And: Sample size for the month is 100
- And: Field inspection tally indicates 25 defective items for the month
- And: The number of defective items have been determined to equal or exceed the assigned 6.5% AQL. Therefore, the following calculations are made to obtain the monthly deduction from payment.
- And: Total contract price/month = \$4,000.00
- And: Specific bid item/month = \$2,500.00

The deduction percentage is calculated by dividing a specific deficient bid item by total contract price for the same month.

$$\text{specific bid item/month} = \text{deduct percentage total contract price/month}$$

$$\frac{\$2,500.00}{\$4,000.00} = 0.625 \text{ is deduct percentage}$$

- And: Percent of sample defective is field inspection tally divided by sample size

$$\text{inspection tally} = \text{percent of sample defective sample size (then using figures given above)}$$

$$\frac{25}{100} = 0.25 \text{ is percent of sample defective}$$

<u>THEREFORE:</u>	Total contract price	\$4,000.00
	Deduct %	x 0.625
		\$2,500.00
	% of sample defective	x .25
		\$625.00

DEDUCTION FROM MONTHLY PAYMENT IS \$625.00

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3 Reinspection. Should it become necessary for the Quality Assurance Inspector to perform reinspections of defective work (due to failure of the Contractor Quality Control System to locate and cure these deficiencies prior to the QA's inspection), there will be a reinspection/administration charge equal to the Actual Government Cost (AGC) at the Effective Hourly Rate applied to reinspect the services contained herein per inspection. The AGC reinspection time will start the minute the inspector is called and/or stops his other duties to perform the reinspection and will end after the inspector returns to his duty site after the inspection. These charges will be deducted from the Contractor's monthly invoice. Reinspection charges will only be charged when the Contractor has been given the opportunity to redo work that was not originally performed correctly.

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APPENDIX I

1. PERFORMANCE REQUIRMENTS AND ACCEPTABLE LEVEL

<u>REFUSE REMOVAL SERVICE</u>	<u>STANDARDS</u>	<u>AQL</u>
A. Dumpster Service	4.3.4, 5.4	6.5%
B. Fish Cleaning Stations	4.3.5.4, 5.5	6.5%

**SPECIFICATIONS FOR REFUSE REMOVAL SERVICES
MARK TWAIN LAKE AND CLARENCE CANNON DAM**