



REQUEST FOR QUOTE

PLEASE RETURN TO:
US Army Corps of Engineers

US Army Corps
of Engineers
Mowing, Trimming,
Cleaning and Refuse
Pickup Services for
Ferry Landing
Recreation Area

Attn: Andrew Christen
Clock Tower Building, PO Box 2004
Rock Island, Illinois 61204-2004
Email: Andrew.E.Christen@usace.army.mil
Fax: 309-794-5172

W912EK-08-T-0054

THE FOLLOWING INFORMATION MUST BE INCLUDED:

1. Complete and sign Block 17a, Enter Name, Address, and **Current Phone Number** of Person to Contact Regarding Proposal **(SF 1449)**
2. Complete Bid Schedule
3. Include the Solicitation Number on the outside of your envelope, Cover sheet of fax, or as subject line if submitting by email pdf format
4. Complete, Offeror Representations and Certifications, Clause 52.212-3, if not ORCA certified.
5. Include this cover page with the below information completed with your offer.

Contractors **must be current in their registration** in the Central Contractor Registration database before a Government Contract award can be made.
<http://www.ccr.gov/>

Note: **Taxpayer ID Number:** _____
CAGE CODE: _____
DUNS NO.: _____
Phone Number: _____
Contact Person: _____

FOR ADDITIONAL INFORMATION, CONTACT:
Contractual: Andrew Christen Phone: 309-794-5612

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 96514780073951		PAGE 1 OF 95			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912EK-08-T-0054		6. SOLICITATION ISSUE DATE 22-Jan-2008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANDREW E CHRISTEN				b. TELEPHONE NUMBER (No Collect Calls) 309 794-5612		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 22 Feb 2008	
9. ISSUED BY CONTRACTING DIVISION US ARMY CORPS OF ENGINEERS CLOCK TOWER BUILDING 1450 ROCK ISLAND DR ROCK ISLAND IL 61204-2004 TEL: 309-794-5613 FAX: 309-794-5172		CODE W912EK		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD: \$15.0 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS	
15. DELIVER TO CONTRACTING DIVISION US ARMY ENGINEER DISTRICT RID CLOCK TOWER BLDG ROCK ISLAND IL TEL: 309/794-5613 FAX: 309/794-5172		CODE B5P0000		16. ADMINISTERED BY					
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY					
TEL.		FACILITY CODE		CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (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>1</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>)

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS: NOTICE TO BIDDERS

**Mowing, Trimming, Cleaning, Refuse Pickup
Ferry Landing Recreation Area
Mississippi River Project**

1. REQUIRED CCR REGISTRATION: Prior to bidding, vendors must be actively registered in the Central Contractor Registration (CCR) system, including creation of an MPIN number. Registration instructions may be obtained, and online registration may be accomplished, at www.ccr.gov. By submission of a bid, a bidder acknowledges the requirement to be registered in the CCR database prior to award; during performance; and through final payment of any contract resulting from the solicitation. Refer to CCR clause #252.204-7004.

2. OFFEROR REPRESENTATIONS AND CERTIFICATIONS: Prior to bidding, vendors must complete online the Representations and Certifications (FAR 52.212-3) and return with their bid.. If you prefer to certify online this will require CCR registration, including an MPIN number. Instructions may be obtained, and required information may be entered, at <http://orca.bpn.gov>.

3. BID SCHEDULE (LINE ITEMS/CLINS): Bidders must quote on all items and entire quantities contained in the basic contract period and all renewal options to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.

4. WAGE RATES: Prevailing Wage Rates will apply for any award resulting from this solicitation for bids. Wage Rate information is included herein as an attachment. Bidders should take into account the requirement to pay prevailing wage rates to any employees, when figuring quotes for bid items.

5. BEST VALUE PROCUREMENT: This will be a BEST VALUE acquisition. Award will be made based on best value to the Government, not based on price alone, in accordance with FAR Part 52.212-2 "Evaluation – Commercial Items" (Jan 1999). The following evaluation factors will be considered:

- Past Performance
- Key Personnel
- Price

The evaluation factors of Past Performance and Key Personnel will weigh more heavily than Price in determining the best value to the Government.

In order to be considered, bidders must provide information on Past Performance using the “PAST PERFORMANCE (REFERENCES) INFORMATION WORKSHEET” provided in Attachment 1 and submit Key Personnel Resume’s.

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

Past Performance (Attachment #1: Past Performance (References) Information Worksheet):

Provide documentation that describes your company’s Quality of Service, Customer Satisfaction, Timeliness of Performance, and Business Relations on previous work assignments, during a five year period. List three references by name, address, period of performance, point of contact, and telephone number.

Key Personnel: Provide resumes of all **personnel**, including subcontractors, that will be working under this contract, demonstrating their responsibilities on this project, education, relevant work experience and training.

6. DOCUMENTS TO RETURN: In order to be considered responsive, bidders must complete and return all of the following:

- Complete and return first page of solicitation, including bidder’s complete mailing address, telephone number, bidder’s name, title, and signature.
- Complete and return “Bid Schedule”.
- Complete and return “Past Performance (References) Information Worksheet”
- Key Personnel Resumes
- Certifications and Representations 52.212-3

Bidders must complete all fill-ins and assure all return pages are received by the due date and time shown on page 1 of the solicitation. Please ensure that the Solicitation Number appears on your Quote submissions. Quote submittals are acceptable by using any of the following methods:

- Mail (see address below)
- Facsimile (FAX) (309/794-5172)
- E-mail (Andrew.E.Christen@usace.army.mil)
- Electronic submission by way of ASFI bid submittal.

CONTRACTING DIVISION
ANDREW CHRISTEN
US ARMY CORPS OF ENGINEERS
CLOCK TOWER BUILDING-PO BOX 2004
ROCK ISLAND, IL 61204-2004

7. TELEPHONE NUMBER: Bidders must provide on the first page of the solicitation a telephone number at which they can be contacted for a period of not less than one week following the due date of this solicitation. Quotes from persons who cannot be contacted by telephone over any two-day period during normal office hours (8:00 a.m. through 4:00 p.m., CST) within the one-week period following bid closing will be considered non-responsive and will be removed from further consideration.

8. PREVIOUS DOLLAR AMOUNTS: For Information Only: The following information should not be used as a basis for pricing your quote. The previous contract was awarded for the following amounts:

FY 2006 Mowing, Trimming, Refuse pickup/removal, and Facilities Cleaning. . . \$6,978.97
FY 2007 Mowing, Trimming, Refuse pickup/removal, and Facilities Cleaning. . . \$7,208.97

9. LENGTH OF CONTRACT: The base periods are as follows:

Mowing and Trimming: 28 April through 26 September 2008
Cleaning and Refuse Pickup: 01 May through 31 October 2008

Options are included for two consecutive periods if exercised.

10. SITE VISIT: All bidders are encouraged to attend a site visit to review contract specifications and view general work site conditions before bid submittal. Site visits may be arranged by contacting:

Muscatine Ranger Field Station
Cindy Klebe, Park Ranger
1611 2nd Ave
Muscatine IA 52761
563/263-7913
mvrodmn16@usace.army.mil

11. CERTIFICATE OF INSURANCE: Certificate of Insurance as required by clause 52.228-5 is to be submitted and approved before award of Contract.

12. SAFETY PLAN: The Safety plan as required by clause 52.236-13 (Alt I) is to be submitted and approved before award of Contract.

PAST PERFORMANCE

PAST PERFORMANCE (REFERENCES) INFORMATION WORKSHEET

The Offeror shall submit the following information as part of their proposal for both the Offeror and proposed subcontractors.

Provide references of up to 3 contracts or subcontracts completed during the past 3 years and all contracts and subcontracts currently in process for projects **similar in size and complexity** to those stated in the Scope of Work. Contracts listed may include those entered into with other departments and agencies of the Federal Government; contracts with state and local governments; and contracts with commercial customers.

- 1) Name of Contracting Activity: _____
- 2) Contract Number: _____
- 3) Contract Type: _____
- 4) Total Contract Value: _____
- 5) Contracting Officer and Telephone Number: _____

- 6) Description of Project: _____
- 7) Contracting Officer Representative or Administrative Contracting Officer; if different from (5) above and Telephone Number: _____

- 1) Name of Contracting Activity: _____
- 2) Contract Number: _____
- 3) Contract Type: _____
- 4) Total Contract Value: _____
- 5) Contracting Officer and Telephone Number:

- 6) Description of Project: _____
- 7) Contracting Officer Representative or Administrative Contracting Officer; if different from (5) above and Telephone Number: _____

- 1) Name of Contracting Activity: _____
- 2) Contract Number: _____
- 3) Contract Type: _____
- 4) Total Contract Value: _____
- 5) Contracting Officer and Telephone Number:

- 6) Description of Project: _____
- 7) Contracting Officer Representative or Administrative Contracting Officer; if different from (5) above and Telephone Number: _____

SECTION B

Bid Items

The quantities indicated for items 0001 – 0004 are estimates only. The contractor will be paid on the basis of actual work performed.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mowing	22	Weeks		
2	Trimming	22	Weeks		
3	Cleaning	105	Days		
4	Refuse Pickup	105	Days		
BASE PERIOD TOTAL					
0001 BASE	<p>Ferry Landing Recreation Area 2008 BASE PERIOD Firm Fixed Price. Provide services for Ferry Landing Recreation Area, as specified below and in the Performance Work Statement and other attachments. Mowing and Trimming Services: 28 April through 26 September 2008 (22 weeks) Cleaning and Refuse Pickup Services: 01 May through 31 October 2008 (TRSS, 105 days)</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mowing	22	Weeks		
2	Trimming	22	Weeks		
3	Cleaning	105	Days		
4	Refuse Pickup	105	Days		
1st OPTION PERIOD TOTAL					
0002 OPTION	<p>Ferry Landing Recreation Area 2009 OPTION PERIOD Firm Fixed Price. Provide services for Ferry Landing Recreation Area, as specified below and in the Performance Work Statement and other attachments. Mowing and Trimming Services: 27 April through 25 September 2009 (22 weeks) Cleaning and Refuse Pickup Services: 01 May through 31 October 2009 (TRSS, 105 days)</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mowing	22	Weeks		
2	Trimming	22	Weeks		
3	Cleaning	106	Days		
4	Refuse Pickup	106	Days		
2nd OPTION PERIOD TOTAL					
0003 OPTION	<p>Ferry Landing Recreation Area 2010 OPTION PERIOD Firm Fixed Price. Provide services for Ferry Landing Recreation Area, as specified below and in the Performance Work Statement and other attachments. Mowing and Trimming Services: 26 April through 24 September 2010 (22 weeks) Cleaning and Refuse Pickup Services: 01 May through 31 October 2010 (TRSS, 106 days)</p>				

Total Bid for Base plus two Option Years is: _____.

SCOPE OF WORK

SECTION C – Descriptions and Specifications

PERFORMANCE WORK STATEMENT (PWS)

Mowing, Trimming, Cleaning, Refuse Pickup
Ferry Landing Recreation Area
Mississippi River Project

<u>SECTION</u>	<u>TITLE</u>
C-1	<u>GENERAL INFORMATION</u>
C-2	<u>DEFINITIONS & ACRONYMS</u>
C-3	<u>GOVERNMENT-FURNISHED PROPERTY AND SERVICES</u>
C-4	<u>CONTRACTOR-FURNISHED ITEMS AND SERVICES</u>
C-5	<u>SPECIFIC PERFORMANCE REQUIREMENTS</u>
TE-1	<u>TECHNICAL EXHIBIT #1</u> <i>“Performance Requirements Summary”</i>
TE-2	<u>TECHNICAL EXHIBIT #2</u> <i>Area Map</i>
TE-3	<u>TECHNICAL EXHIBIT #3</u> <i>Award Term Documents</i>
ATT-1	<u>ATTACHMENT 1</u> <i>Statement of Experience</i>
ATT-2	<u>ATTACHMENT 2</u> <i>References</i>
ATT-3	<u>ATTACHMENT 3</u> <i>Listing of Equipment</i>
ATT-4	<u>ATTACHMENT 4</u> <i>Listing of Employees/ Personnel</i>
ATT-5	<u>ATTACHMENT 5</u> <i>Wage Rates</i>

SECTION C-1

GENERAL INFORMATION

C.1.1 BACKGROUND. Ferry Landing Recreation Area is a primitive style campground and is managed by the U.S. Army Corps of Engineers. It is located at the mouth of the Iowa River, near the northern edge of Oakville, IA. It offers free camping and free river access. The address for the park is 6990 County Road X71, Oakville, IA 52646. The park's amenities include; 22 campsites (each with picnic tables and fire rings), boat launching ramp, one set of vault toilets, and a dump station. The mowing, trimming, cleaning, and refuse pickup duties for this park are all under one contract. The mowing and trimming, cleaning and refuse pickup contract will be a Firm Fixed Price, performance-based service contract.

C.1.2 SCOPE OF WORK. The Contractor shall provide all labor, materials/supplies, transportation, fuel, and equipment to perform mowing, trimming, cleaning, and refuse pickup services at Ferry Landing Recreation Area, as defined in this Performance Work Statement (PWS), except those items specified in Section C-3 as Government-furnished. Section C-5 describes the specific performance requirements, The Contractor shall perform to the standards in this contract. A map of Ferry Landing Recreation Area may be found at: www.missriver.org

C.1.3 PERIOD OF PERFORMANCE. The Contractor shall perform services as ordered by the Government. The maximum 3-year duration of the contract includes option periods, which may or may not be exercised at the discretion of the Government, not the Contractor.

The following are the ordering period(s):

Base Period:

Mowing and Trimming: 28 April through 26 September 2008

Cleaning and Refuse Pickup: 01 May through 31 October 2008 (TRSS only)

1st Option Period:

Mowing and Trimming: 27 April through 25 September 2009

Cleaning and Refuse Pickup: 01 May through 31 October 2009 (TRSS only)

2nd Option Period:

Mowing and Trimming: 26 April through 24 September 2010

Cleaning and Refuse Pickup: 01 May through 31 October 2010 (TRSS only)

C.1.4 INSURANCE. Liability insurance is required for this Mowing/Trimming, Cleaning/Refuse Pickup contract. Automobile insurance is required as well. (Refer to C.4.2.) In accordance with the FAR Clause 52.228-5 titled "Insurance-Work on a Government Installation" the Contractor shall obtain and maintain during the period of performance under this contract the following kinds and minimum amounts of insurance*:

Workmen's Compensation	Coverage complying with applicable State statute**
Employer's Liability	Minimum \$100,000
General Liability/Bodily Injury. . .	Minimum \$500,000 per occurrence
Automobile Liability	Minimum \$200,000 per person \$500,000 per occurrence \$ 20,000 property per occurrence

The contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature or kind, arising from any use, trespass, or damage occasioned by his/her operations. Reference FAR 28.307-2 Liability, subparagraphs (a), (b), and (c).

C.1.5 POST-AWARD ("PRE-WORK") CONFERENCE. After award, but prior to start of services, the Muscatine Ranger Field Station will arrange a Pre-Work conference to be held at either the recreation area, the Field Station, or both. Participants shall be the contractor receiving the bid award and the contract inspector. The purpose of the conference is to discuss contract requirements and details of contract performance.

The contractor must be prepared to submit for the approval of the contract inspector, the following items:

1. A list of all equipment to be used by the contractor at the worksite.
2. A list of all employees who will be working for the contractor (no work may be subcontracted without the prior approval of the contracting officer).
3. Proof of insurance if required.
4. A responsible safety plan/accident prevention plan.
5. A Quality Control Plan

A Pre-Work conference will be held each season in the spring prior to start of services under any option periods that may be exercised. The Government reserves the right to schedule meetings with the Contractor to ensure strict compliance with the terms of the contract.

C.1.6 DOCUMENTS AND CORRESPONDENCE. After award, all documents and related correspondence shall be routed through the Contracting Officer's Representative (COR) at the Muscatine Ranger Field Station, to the Contracting Officer.

C.1.7 PAYMENT.

C.1.7.1 MONTHLY INVOICE. Upon verification of the monthly invoice amount with the Contract Inspector, the contractor shall provide the Mississippi River Project Office with an invoice at the end of each month, requesting payment for that month's services. Payment shall be made via Electronic Funds Transfer (EFT) into the Contractor's banking account. In accordance with the Prompt Payment Act, payment will be made approximately 30 days after the last day of services received for the billing period, or 30 days from receipt of the invoice, whichever is later. The Contractor will be provided a blank 'direct deposit' form at the Pre-Work meeting. This form shall be completed by the Contractor to enable EFT.

C.1.7.2 NONPERFORMANCE. If the contractor fails to perform at any time and the work is deemed critical by the contracting officer or the contract inspector, Government forces may be assigned to perform this work. At the option of the contracting officer, this work may also be performed by other contractors. If this occurs, the contractor shall be required to reimburse the Government for the cost, above and beyond the contractor's unit price of the work performed, including labor, materials, transportation, and supervision. Continued nonperformance may result in termination of the contract. In the case of contractor absenteeism, the monthly payment will be reduced by the amount of the daily fee collection, cleaning and/or refuse pickup bid for each day the contractor fails to perform work.

C.1.7.3 UNSATISFACTORY PERFORMANCE. See Section C.1.10.4.

C.1.8 CONTRACTOR PERSONNEL.

C.1.8.1 MINIMUM MANPOWER REQUIREMENT: The Contractor shall personally perform, or provide personal supervision of the performance of duties under this contract. In the event the Contractor is unable to perform contract duties, the Contractor shall provide an alternate with all the bonding, insurance requirements, etc. at no additional cost to the Government. Designation of an alternate shall be provided in writing to the Contracting Officer for approval, in the event the Contractor is unable to perform.

C.1.8.2 CONTRACTOR CONDUCT: Contractor personnel shall present a neat appearance and be fully clothed at all times while performing these services. The Contractor shall provide own attire. The contractor and his/her employees shall at all times maintain a courteous and polite manner with members of the public. At no time shall the contractor or the contractor's employees discredit the Government or the Rock Island District with their actions and demeanor. The contractor and the contractor's employees are required to abide by the same rules and regulations as the general public, see Title 36 CFR. The Contracting Officer reserves the right to disapprove any individual whom he/she considers to be incompetent to perform the work required.

Such disapproval will be given to the Contractor by written notice. Any illegal or criminal activity may result in termination of the contract.

C.1.8.3 SECURITY REQUIREMENTS: The Contractor shall safeguard all Government property. The Contractor shall establish and implement methods of making sure any and all keys issued by the Government to the Contractor for Contractor's use are not lost or misplaced, and are not used by unauthorized persons. The Contractor shall immediately report to the Contract Inspector any occurrences of loss, unauthorized use, or unauthorized duplication of keys. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required upon written direction of the COR, to re-key or replace the affected lock or locks without cost to the Government. To assist the visiting public in reclaiming lost articles, the Contractor shall turn in to the Muscatine Ranger Field Station all property left by visitors and found during the performance of duties.

C.1.9 QUALITY CONTROL (CONTRACTOR'S RESPONSIBILITY).

C.1.9.1 QUALITY CONTROL PLAN The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the Project. The Quality Control Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the Contractor must be maintained and made available to the Government during contract performance. The Contractor shall furnish the Quality Control Plan to the Government.

C.1.9.2 DAILY WORK LOG The contractor will be provided with and shall maintain a work log. It will reflect the cleaning services, refuse pickup services, and mowing/trimming services performed in the recreation area each day. **The log will be filled out every day that work is required by the Performance Work Statement and will contain all information requested.** Completed work logs will be submitted through the work log deposit box as specified by the COR.

C.1.9.3 CONTACT NUMBER The contractor shall furnish to the contract inspector a telephone number that is available for messages during the hours of 7:00 am to 8:00 pm, to which calls concerning performance or other contractual matters can be placed. A message will be deemed delivered to the Contractor on the date and time that the message was left using this contact number.

C.1.10 QUALITY ASSURANCE (GOVERNMENT'S RESPONSIBILITY).

C.1.10.1 QUALITY ASSURANCE PLAN (QAP). A Quality Assurance Plan will be used during the life of the contract to ensure that the Contractor is performing the services required by this Performance Work Statement (PWS) in an acceptable manner. The Government develops the QAP, and the Muscatine Ranger Field Station administers the plan.

C.1.10.2 GOVERNMENT SURVEILLANCE PLAN. The Government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government. Typical procedures might include random sampling, checklists, and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.

C.1.10.3 INSPECTIONS. Work will be inspected by the contract inspector for compliance with terms of the contract. The contract inspector will meet monthly with the contractor at a time mutually agreeable to the contractor and the contract inspector. The purpose of this meeting shall be to discuss contract work performance. Notes of incomplete work items covered under Specific Performance Requirements may be placed in the work log deposit box by the contract inspector. The contractor is to complete these work items within what the contract inspector determines to be a reasonable length of time.

C.1.10.4 UNSATISFACTORY PERFORMANCE. If any of the services do not conform to contract requirements, the Government may request the Contractor to perform the

services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) reduce the contract price to reflect the reduced value of the services performed. The monthly payment will be reduced by the amount of the daily fee collection, cleaning, and/or refuse bid, respectively. (See Section B Bid Items) NOTE: If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may by contract, or otherwise: (1) perform the services and charge to the Contractor any cost incurred by the government that is directly related to the performance of such service, or (2) terminate the contract in whole or in part.

C.1.11 OTHER CONTRACTS. The Contractor shall not commit or permit any act which may interfere with the performance of work by another Contractor or Government employee(s).

C.1.12 SMOKING POLICY. Smoking is not allowed in Government buildings; including shower buildings, vault toilets, Park Attendant booth, etc.

C.1.13 FIREARMS AND WEAPONS. The Contractor shall not possess, during the performance of this contract, any firearms. Title 36 regulates firearms on Federal property.

C.1.14 SAFETY

C.1.14.1 SAFETY REPORTING. The Contractor shall immediately report to a Park Ranger any situation that could affect the health or safety of visitors. This includes accidents, violations of laws or regulations, maintenance needs, utility problems, etc. The Contractor shall also report to a Park Ranger any disturbance(s) that cannot be diplomatically resolved.

C.1.14.2 SAFETY MANUAL. All services shall be performed in accordance with applicable safety requirements set forth in Corps of Engineers Manual EM-385-1-1, "Safety and Health Requirements Manual" and supplements thereto (copies available from the Project Office). Any equipment or materials not in conformity with the Safety Manual shall be removed from Government property immediately.

C.1.14.3 SAFETY PLAN. Prior to beginning work on this contract the Contractor shall have an approved Safety Plan. This plan shall be in accordance with the most recent version of EM 385-1-1. The plan is intended to be a viable document and enhance the safety of the contractor, his/her employees, Project staff and visitors. The Contractor will be expected to take a vital interest in safety hazards and educate their employees to work and plan their work safely. Proper driving techniques and defensive driving will be practiced to prevent vehicle accidents and property damage.

C.1.15 REPORTING DAMAGE AND UNUSUAL OR HAZARDOUS CONDITIONS

C.1.15.1 DAMAGE TO BUILDINGS, FACILITIES, AND EQUIPMENT - The contractor shall use reasonable care to avoid damaging existing buildings, facilities, and equipment on the Government installation. If the contractor fails to do so and damages any such buildings, facilities, or equipment he/she shall replace or repair the damage at no expense to the Government as directed by the contract inspector. If he/she fails or refuses to make such repair or replacement, the contractor shall be liable for the cost thereof which may be deducted from the contract price. Should major damage occur to any of the facilities within the public use area, a report by telephone shall be made promptly to the contract inspector.

C.1.15.2 HAZARDOUS CONDITIONS. The contractor shall immediately report to the contract inspector any unusual and/or potentially hazardous conditions that are observed during the performance of work. These reports shall include the specific location and nature of the problem.

C.1.15.3. **REQUIRED MAINTENANCE.** It shall be the responsibility of the contractor to notify the contract inspector of facilities that require maintenance beyond the scope of contract, i.e., electrical, plumbing repairs, etc. These reports shall include the specific nature and location of the problem.

C.1.16 ENVIRONMENTAL CONTROLS.

C.1.16.1 **COMPLIANCE WITH LAWS AND REGULATIONS:** The contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and or permits and for complying with any applicable Federal, state, and municipal laws, codes, and regulations in connection with the performance of the services. The Contractor shall ensure policies and procedures are established that protect the health and safety of employees and the community to minimize or eliminate the risk of environmental pollution.

C.1.16.2 **HAZARDOUS MATERIALS:** The Contractor is responsible for advising his/her employees of all Environmental and Hazardous Materials Handling, and is also required to provide to the contract inspector the Material Safety Data Sheets (MSDS) for all materials used by the Contractor in accordance with Federal and State laws and/or regulations.

C.1.16.3 **NOTIFICATION OF ENVIRONMENTAL SPILLS:** If the Contractor or employee(s) of the Contractor spills or releases any substance into the environment, the Contractor shall immediately report the incident to the Contract Inspector. The Contractor shall be liable for containment and environmental cleanup of the spill or release of such substance.

C.1.16.4 **ENVIRONMENTAL ADJUSTMENTS.** Major storm damage, high pool levels, floods, other natural causes, National Security, and major construction activities may result in the closing of the recreation area or parts thereof from time to time. The contractor shall be notified by the contract inspector of such a closing. No services will be performed nor shall any payment be made for periods when areas are closed. Mowing and trimming service will be halted during extended periods of dry weather when deemed necessary by the contracting officer or his/her representative. The contractor shall be notified by the contract inspector of such closings.

SECTION C-2

DEFINITIONS AND ACRONYMS

Acceptable Level of Performance (ALP): As shown on the Performance Requirements Summary (PRS), the Acceptable Level of Performance is the minimum percent success that can be considered satisfactory on the average. This is the allowable leeway or variance from 100% compliance that the government will accept before rejecting the specific service.

Contracting Inspector/Contracting Officer's Representative (COR): Individual designated and authorized to perform specific technical and/or administrative functions regarding the contract. This individual may be designated to perform quality assurance functions, including inspections, for a contracted service.

Contractor: The company structure, including all partners, officers, and employees with interest in this contract.

Debris: Any articles, or parts thereof, such as paper, gum, paper clips, candy, lint, litter, sticks, leaves, branches, strings, cigarette butts, leaves, sand, excrement, etc.

Defect: A service output that does not meet the standard of performance specified in the contract for that service.

Fully-Clothed: Meaning a sleeved shirt (T-shirts are acceptable), trousers, and shoes shall be worn at all times, except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices. Clothing shall be clean and neat in appearance.

Specific Performance Requirement: A service output required by the contract.

Performance Requirements Summary (PRS): A listing of the service outputs under the contract that are to be evaluated by the COR or Contract Inspector on a regular basis; the surveillance methods to be used for these outputs; and the acceptable level of performance for requirement of the listed outputs.

Performance Work Statement (PWS): Similar to a scope of work, this document sets forth required duties of the Contractor. It is called a "Performance" Work Statement as satisfaction with services is measured by end results of performance, rather than methods of performance (i.e., a PWS might state "the floors should be clean after performance of services" rather than stating "the floors should be swept and mopped.")

Quality Assurance (QA): A method used by the Government to provide some measure of control over the quality of purchased services received. Quality Assurance refers to actions by the Government. The Government uses a Quality Assurance surveillance plan to monitor quality of services received.

Quality Control (QC): A method used by the Contractor to control the quality of services provided. Quality Control refers to actions by the Contractor. As specified in C.1.12.1, the Contractor shall furnish a Quality Control plan to the Government.

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

TRSS: Tuesday, Thursday, Saturday, Sunday

SECTION C-3

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

- C.3.1 GOVERNMENT-FURNISHED ITEMS. The Government will furnish keys and daily work logs to the Contractor.
- C.3.2 GOVERNMENT PROPERTY CLEARANCE. All Government-furnished items (such as keys) must be returned prior to the Contractor's departure.

SECTION C-4

CONTRACTOR-FURNISHED ITEMS AND SERVICES

- C.4.1 GENERAL INFORMATION. Except for those items or services specifically stated in Section C-3 as Government-furnished, the Contractor shall furnish everything needed to perform this contract according to all its terms. The following mentioned requirements are not all-inclusive of the Contractor-furnished items and services required in the performance of this contract. NOTE: Equipment breakdown shall not relieve the Contractor of the responsibility to perform services as specified. The Contractor shall assure that he/she possesses (or can obtain on short notice) sufficient backup equipment to continue performance of services as specified without interruption in the event of mechanical failure of primary equipment.
- C.4.2 VEHICLE(S). Transportation vehicle(s) for use in performing the requirements of this contract must be street legal. They must also be properly licensed, and the Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance for each vehicle shall be delivered to the Contract Inspector or his designated representative at the Pre-Work meeting. The Contractor (each person) shall maintain a valid state driver's license. No all-terrain vehicles (ATVs) will be allowed.
- C.4.3 CLEANING AND TOILETRY SUPPLIES. The Contractor is required to provide all the cleaning and toiletry supplies to meet the requirements of the contract.

SECTION C-5

SPECIFIC PERFORMANCE REQUIREMENTS

- C.5.1. GENERAL INFORMATION. The Contractor is responsible for the cleaning and refuse pickup duties on Tuesday, Thursday, Saturday and Sunday's, along with weekly mowing and trimming duties.
- C.5.2 COMMUNICATIONS WITH THE CORPS. The contractor will cooperate with all Corps of Engineers employees and their contractors in performance of their duties.
- C.5.3 WORK NOT SPECIFIED by the contract must be approved by the COR prior to performance
- C.5.4 REFUSE AND GARBAGE. All refuse or garbage, regardless of origin, shall be disposed of at the contractor's expense. No dumpsters or other types of containers will be placed in the recreation area for the purpose of trash collection.

C.5.5 CLEANING AND REFUSE PICKUP DUTIES (GENERAL INFORMATION). The Custodial duties listed herein are directly related to public health and sanitation; therefore, it is essential that all facilities be cleaned as specified herein. In the event that an area or facility is missed, or is not properly cleaned, the Contractor shall re-perform services immediately upon receipt of notice from the Contracting Officer or his representative. Failure to correct noted deficiencies may result in withholding of payment for services not performed. The Contractor shall comply with all Federal, State and Local laws, ordinances, statutes and regulations in performance of services under this contract. The Contractor shall provide all management, tools, equipment, materials/supplies, and labor necessary to ensure that services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat appearance.

C.5.5.1 **TRSS CLEANINGS INCLUDE.** All required Tuesday, Thursday, Saturday, Sunday (TRSS) work will be performed prior to 1200 hours (noon) unless otherwise agreed upon by the COR. Foreign material can be, but is not limited to: cobwebs, debris, lime, mineral deposits, rust, water spots, and soap. Corners and hard to get at areas are to be included. After performance of services, all areas of the cleaning and refuse pickup requirements will be clean and free of any foreign material.

C.5.5.1.1 **CAMPSITES.** Picnic Tables (approximately 22) shall be cleaned every **TRSS** to ensure that table tops and seats are free of all foreign matter. If a soap solution or disinfectant is used, tables should be rinsed with clean water and dried, so that after performance of services, picnic tables are clean and free of excess water.

C.5.5.1.2 **BOAT RAMP.** The Contractor shall clean the ramp every **TRSS** to remove all foreign matter.

C.5.5.1.3 **VAULT TOILETS (2 total).** The Contractor shall clean vault toilets every **TRSS**, including risers, inside and outside of seats, lids, ceilings, and building exteriors. After performance of services, facilities will be in a clean, sanitary condition, free of foreign material, residue, and excess water. Toilet paper shall be replenished to ensure an ample dry supply until the next cleaning.

C.5.5.1.4 **LITTER PICKUP.** All trash, litter, and debris; including but not limited to cigarette butts, bottle caps, paper, etc.; shall be picked up every **TRSS** if visible within the park and to 10 feet outside of mowing/park boundaries, including but not limited to each of the following areas: parking lot, parking area, boat ramp, courtesy dock, shower/latrine buildings, trailer sanitary dump station, vault toilets, fee booth, campsite (each time campsite becomes vacant), picnic shelter, picnic areas, park attendant site, and on and alongside Corps roadways (extending 20 feet outward from each shoulder). All trash, litter, debris, etcetera collected (regardless of its origin) shall be disposed of at the Contractor's expense. At no time shall the Contractor sweep, wash, or otherwise remove debris, and then leave it without disposing of it at the contractor's expense. After performance of services, the entire park and its boundaries will be free of debris and litter.

C.5.5.1.5 **BULLETIN BOARDS.** Every **TRSS**, exterior cleaning of the bulletin boards is required. After performance of services, surfaces will be clean, and free of foreign matter and cleanser.

C.5.5.2 **WEEKLY CLEANINGS.**

C.5.5.2.1 **GRILLS AND CAMP FIRE RINGS (Approximately 22).** All grills and fire rings, including cooking surfaces, shall be cleaned to remove debris, cool ashes, and other foreign matter **every Tuesday**. Grills and fire rings containing hot coals shall not be cleaned out until they are cool and safe to handle. Cold ashes only may be disposed of in the parks wooded areas beyond the mowing boundaries.

C.5.5.2.2 ODOR CONTROL. At the minimum, **weekly** odor control in all buildings will be necessary to maintain clean and pleasant smelling areas.

C.5.5.2.3 INTERIOR WALLS OF VAULT TOILETS. These walls shall be cleaned, **every Thursday**. After performance of services, facilities will be in a clean, sanitary condition, free of foreign material, residue, and excess water.

C.5.6 MOWING AND TRIMMING DUTIES. (GENERAL INFORMATION) Mowing acreages are estimated. The Contractor shall be responsible for determining exact acreage and conditions affecting performance of work. Prospective bidders are encouraged to visit and fully inspect all areas, accesses, locations, terrain, etc. prior to bidding. The Government shall not be held accountable for conditions at the site which were not taken into account by prospective bidders.

C.5.6.1 HEIGHT AND LIMITS. Height of cut and exact limits of mowing and trimming shall be as directed by the Contracting Officer's Representative (COR). The Government reserves the right to designate the starting point (area or items to be mowed first) when ordering services under this contract.

C.5.6.2 CHEMICAL AGENTS. The use of chemical agents of any kind (including herbicides, petrol's, and salt solutions) for the control of weeds and grasses is strictly prohibited without WRITTEN permission from the COR.

C.5.6.3 MOWING SCHEDULE. Mowing and Trimming boundaries will be verified during the pre-work conference with the COR. **These designated areas shall be mowed and trimmed weekly, Mondays - Thursdays, between the hours of 7:00 a.m. and 8:00 p.m. only. Mowing and trimming is not permitted on Fridays, Saturdays, Sundays, and Federal Holidays, unless otherwise directed by the contract inspector.**

C.5.6.4 LAWN DEBRIS DISPOSAL. Bagging may be required for grass clippings, leaves, weeds, litter, or other debris within the mowing area boundaries. The need for any bagging of debris will be determined by the COR. Grass clippings, leaves, weeds, and litter or other debris resulting from lawn care services shall be transported and disposed of by the Contractor at an appropriate disposal site (off Project) in Contractor-furnished bags

C.5.6.5 TREES/SHRUBS: Extreme care shall be exercised when mowing and trimming around trees, bushes, shrubs, buildings, and other objects to insure that equipment does not come in contact with the object. Trees or other objects shall NOT be bumped or scraped by equipment. All costs of repair or replacement in size, kind and type resulting from damage by the Contractor's equipment shall be borne by the Contractor. Repair or replacement shall occur within 30 calendar days of noticed damage

C.5.6.6 DAMAGE TO VEGETATION. The contractor shall use reasonable care to avoid damaging vegetation on the Government installation. Damage to vegetation includes but is not limited to broken/cut limbs, bark loosened or torn from trunks and stems, vegetation being crushed or ran over by equipment, and/or mowed down. For the purposes of this contract, reattachment of loosened or torn bark is not considered satisfactory repair of the damaged vegetation. When vegetation damage occurs the total amount of damages from a single mowing and trimming will be deducted from the sum to be paid for that mowing and trimming. All tree and shrub damage will be computed using values established by the Council of Tree and Landscape Appraisers. When bark damage is 50% or more of the circumference of the tree or shrub, full value will be assessed. A copy of the Ornamental Tree and Shrub Evaluation Method used for these deductions will be provided.

C.5.6.7 MOWING REQUIREMENTS

C.5.6.7.1 WET CONDITIONS: Mowing operations shall not be performed when the ground is so wet that mowing would cause rutting or would otherwise disturb existing turf; or when grass is so wet it will not cut. Tractors shall be operated

in such a manner as to protect against the sod being torn by the tractor wheels on turns.

C.5.6.7.2 CUT APPEARANCE: All mowers (large and small) shall be compatible with each other in mowing height and appearance of cut grass. After mowing, areas serviced under this contract shall present a neat, well-cared-for, and evenly mowed appearance; free from ruts, scalping, or any un-mowed strips or streaks.

C.5.6.7.3 LARGE DEBRIS: For contractor and customer safety, sticks, limbs and other woody debris that cannot be safely handled by the mowing unit will be removed prior to mowing the area. If debris is too large to move by hand, the contracting officers representative will be notified.

C.5.6.7.4 CUT VEGETATION. All mowing operations will be conducted in such a manner as to keep all cut vegetation off of all paved roads, concrete walkways, picnic shelters, restroom facilities, camp pads, and boat ramps. If cut vegetation is deposited on these areas, the contractor will remove it immediately following mowing operations, and prior to leaving the recreation area. Cut vegetation and debris shall not be left on sidewalks, etc. overnight.

C.5.6.8 TRIMMING REQUIREMENTS

C.5.6.8.1 AREAS: Trimming is required in all areas inaccessible to large mowing machines. These areas include, but are not limited to, guard posts, culvert ends, sign posts, trees, garbage cans, shrubs, picnic tables, fire rings, amphitheater area, grills, light posts, wheel stops, stumps, cut banks, ridges, depressions, road shoulders, ditches, fences, structures, and other fixed obstacles.

C.5.6.8.2 HEIGHT: Trimming height shall match surrounding area grass heights. All areas shall be trimmed simultaneously, or immediately following mowing, and in all instances shall be completed no later than 48 consecutive hours after mowing.

C.5.6.8.3 PROXIMITY: Trimming will not be required closer than two (2) inches around trunks of trees, bushes, or shrubs. However, trimming around buildings and inanimate objects shall be accomplished to the last blade of grass. Moveable objects shall be moved and the area around and under such objects shall be mowed and/or trimmed. Immediately following mowing/trimming, such objects shall be returned to their original position.

C.5.6.8.4 CUT VEGETATION. All trimming operations will be conducted in such a manner as to keep all cut vegetation off of all paved roads, concrete walkways, picnic shelters, restroom facilities, camp pads, and boat ramps. If cut vegetation is deposited on these areas, the contractor will remove it immediately following trimming operations, and prior to leaving the recreation area. Cut vegetation and debris shall not be left on sidewalks, etc. overnight.

SECTION TE-1

TECHNICAL EXHIBITS 1

Performance Requirements Summary

Section (Para.)	Contract Requirement	Performance Standard	Lot Description	Acceptable Level of Performance ALP (%)	Method of Surveillance
C.5.6 & C.5.6.7	Mowing	Area presents even appearance of uniform height; turf not rutted; cut vegetation off concrete walkways, camp pads, and roadways	Acre	96%	Periodic Inspections by Government
C.5.6 & C.5.6.8	Trimming	Grass and weeds are trimmed around fixed objects at the same time as mowing and to the same height standard. Fixed objects not damaged	Linear feet or # fixed objects	96%	Periodic Inspections by Government
C.5.5	Cleaning	After performance of services, facilities will be in a clean, sanitary condition, free of foreign material, residue, and excess water.	NA	96%	Periodic Inspections by Government
C.5.4 & C.5.5	Refuse Pickup	After performance of services, the entire park and its boundaries will be free of debris and litter.	NA	96%	Periodic Inspections by Government.

SECTION TE-2

TECHNICAL EXHIBIT #2

AREA MAP

(Maps are not available for downloading with this document from the Internet, but can be mailed to bidders upon request. Maps may be made available to bidders as either CD-Rom or as hard copy, at the discretion of the Government.)

SECTION TE-3

TECHNICAL EXHIBIT #3

AWARD TERM DOCUMENTS

SECTION ATT-1

ATTACHMENT #1

STATEMENT OF EXPERIENCE

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

Experience No. 1

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties: _____

Experience No. 2

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties: _____

Experience No. 3

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____
Month/Year work began: _____ Month/Year work ended: _____
Brief description of duties: _____

Experience No. 4

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

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

Brief description of duties: _____

SECTION ATT-2

ATTACHMENT #2

References

All bidders should furnish the names and telephone numbers of three (3) references.

- 1. _____
Name Telephone Number
- 2. _____
Name Telephone Number
- 3. _____
Name Telephone Number

WAGE RATES

WD 05-2176 (Rev.-6) was first posted on www.wdol.gov on 10/02/2007

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.: 2005-2176 Revision No.: 6 Date Of Revision: 09/26/2007

States: Illinois, Iowa

Area: Iowa Counties of Des Moines, Henry, Lee, Louisa, Muscatine, Scott
 Illinois Counties of Bureau, Carroll, Henderson, Henry, Jo Daviess, Mercer, Rock
 Island, Warren, Whiteside

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.91
01012 - Accounting Clerk II	17.85
01013 - Accounting Clerk III	21.24
01020 - Administrative Assistant	19.43
01040 - Court Reporter	14.37
01051 - Data Entry Operator I	11.60
01052 - Data Entry Operator II	16.71
01060 - Dispatcher, Motor Vehicle	13.77
01070 - Document Preparation Clerk	12.85
01090 - Duplicating Machine Operator	12.85
01111 - General Clerk I	9.68
01112 - General Clerk II	10.88
01113 - General Clerk III	13.55
01120 - Housing Referral Assistant	17.05
01141 - Messenger Courier	9.38
01191 - Order Clerk I	10.33
01192 - Order Clerk II	14.64
01261 - Personnel Assistant (Employment) I	13.02
01262 - Personnel Assistant (Employment) II	14.94
01263 - Personnel Assistant (Employment) III	16.86
01270 - Production Control Clerk	19.43
01280 - Receptionist	10.21
01290 - Rental Clerk	10.53
01300 - Scheduler, Maintenance	12.22
01311 - Secretary I	12.22
01312 - Secretary II	14.01
01313 - Secretary III	17.05
01320 - Service Order Dispatcher	13.74
01410 - Supply Technician	19.43
01420 - Survey Worker	11.90
01531 - Travel Clerk I	12.14
01532 - Travel Clerk II	13.18
01533 - Travel Clerk III	14.23
01611 - Word Processor I	10.13
01612 - Word Processor II	12.62
01613 - Word Processor III	14.10
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.93
05010 - Automotive Electrician	17.40
05040 - Automotive Glass Installer	16.78
05070 - Automotive Worker	16.78
05110 - Mobile Equipment Servicer	15.40

05130 - Motor Equipment Metal Mechanic	18.01
05160 - Motor Equipment Metal Worker	16.78
05190 - Motor Vehicle Mechanic	17.60
05220 - Motor Vehicle Mechanic Helper	14.86
05250 - Motor Vehicle Upholstery Worker	16.17
05280 - Motor Vehicle Wrecker	16.78
05310 - Painter, Automotive	17.05
05340 - Radiator Repair Specialist	16.78
05370 - Tire Repairer	14.88
05400 - Transmission Repair Specialist	17.60
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	11.11
07042 - Cook II	11.89
07070 - Dishwasher	9.51
07130 - Food Service Worker	9.51
07210 - Meat Cutter	13.41
07260 - Waiter/Waitress	9.93
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.05
09040 - Furniture Handler	13.78
09080 - Furniture Refinisher	17.40
09090 - Furniture Refinisher Helper	15.16
09110 - Furniture Repairer, Minor	16.30
09130 - Upholsterer	17.40
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.51
11060 - Elevator Operator	9.51
11090 - Gardener	12.40
11122 - Housekeeping Aide	10.05
11150 - Janitor	10.31
11210 - Laborer, Grounds Maintenance	11.09
11240 - Maid or Houseman	9.11
11260 - Pruner	10.60
11270 - Tractor Operator	11.97
11330 - Trail Maintenance Worker	11.09
11360 - Window Cleaner	10.76
12000 - Health Occupations	
12010 - Ambulance Driver	14.54
12011 - Breath Alcohol Technician	15.13
12012 - Certified Occupational Therapist Assistant	19.31
12015 - Certified Physical Therapist Assistant	19.31
12020 - Dental Assistant	14.08
12025 - Dental Hygienist	29.31
12030 - EKG Technician	21.20
12035 - Electroneurodiagnostic Technologist	21.20
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.13
12073 - Licensed Practical Nurse III	15.60
12100 - Medical Assistant	11.06
12130 - Medical Laboratory Technician	16.83
12160 - Medical Record Clerk	9.83
12190 - Medical Record Technician	12.93
12195 - Medical Transcriptionist	12.97
12210 - Nuclear Medicine Technologist	30.75
12221 - Nursing Assistant I	9.14
12222 - Nursing Assistant II	10.30
12223 - Nursing Assistant III	11.23
12224 - Nursing Assistant IV	12.63
12235 - Optical Dispenser	12.35
12236 - Optical Technician	10.05
12250 - Pharmacy Technician	11.63
12280 - Phlebotomist	12.63
12305 - Radiologic Technologist	19.46
12311 - Registered Nurse I	20.32
12312 - Registered Nurse II	24.84
12313 - Registered Nurse II, Specialist	24.84
12314 - Registered Nurse III	30.07
12315 - Registered Nurse III, Anesthetist	30.07
12316 - Registered Nurse IV	36.05
12317 - Scheduler (Drug and Alcohol Testing)	17.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.48

13012	- Exhibits Specialist II	23.58
13013	- Exhibits Specialist III	26.21
13041	- Illustrator I	17.96
13042	- Illustrator II	22.91
13043	- Illustrator III	25.47
13047	- Librarian	23.05
13050	- Library Aide/Clerk	8.64
13054	- Library Information Technology Systems Administrator	20.81
13058	- Library Technician	12.08
13061	- Media Specialist I	13.29
13062	- Media Specialist II	16.80
13063	- Media Specialist III	18.74
13071	- Photographer I	13.34
13072	- Photographer II	17.10
13073	- Photographer III	21.83
13074	- Photographer IV	26.69
13075	- Photographer V	28.08
13110	- Video Teleconference Technician	9.05
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.67
14042	- Computer Operator II	17.02
14043	- Computer Operator III	20.02
14044	- Computer Operator IV	22.92
14045	- Computer Operator V	25.39
14071	- Computer Programmer I (1)	18.45
14072	- Computer Programmer II (1)	22.86
14073	- Computer Programmer III (1)	27.23
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	13.67
14160	- Personal Computer Support Technician	22.92
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	23.02
15020	- Aircrew Training Devices Instructor (Rated)	30.38
15030	- Air Crew Training Devices Instructor (Pilot)	33.42
15050	- Computer Based Training Specialist / Instructor	17.63
15060	- Educational Technologist	19.81
15070	- Flight Instructor (Pilot)	33.42
15080	- Graphic Artist	18.56
15090	- Technical Instructor	14.56
15095	- Technical Instructor/Course Developer	17.03
15110	- Test Proctor	13.06
15120	- Tutor	13.06
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	8.11
16030	- Counter Attendant	8.11
16040	- Dry Cleaner	10.28
16070	- Finisher, Flatwork, Machine	8.11
16090	- Presser, Hand	8.11
16110	- Presser, Machine, Drycleaning	8.11
16130	- Presser, Machine, Shirts	8.11
16160	- Presser, Machine, Wearing Apparel, Laundry	8.11
16190	- Sewing Machine Operator	11.03
16220	- Tailor	11.76
16250	- Washer, Machine	9.19
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	19.36
19040	- Tool And Die Maker	22.28
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	14.03
21030	- Material Coordinator	19.66
21040	- Material Expediter	19.66
21050	- Material Handling Laborer	13.08
21071	- Order Filler	10.63
21080	- Production Line Worker (Food Processing)	16.15
21110	- Shipping Packer	12.39
21130	- Shipping/Receiving Clerk	12.39
21140	- Store Worker I	15.62
21150	- Stock Clerk	17.54
21210	- Tools And Parts Attendant	16.15
21410	- Warehouse Specialist	16.15
23000	- Mechanics And Maintenance And Repair Occupations	

23010	- Aerospace Structural Welder	20.02
23021	- Aircraft Mechanic I	19.07
23022	- Aircraft Mechanic II	20.02
23023	- Aircraft Mechanic III	21.02
23040	- Aircraft Mechanic Helper	15.97
23050	- Aircraft, Painter	19.17
23060	- Aircraft Servicer	17.17
23080	- Aircraft Worker	17.77
23110	- Appliance Mechanic	17.05
23120	- Bicycle Repairer	16.37
23125	- Cable Splicer	26.87
23130	- Carpenter, Maintenance	19.58
23140	- Carpet Layer	16.60
23160	- Electrician, Maintenance	22.55
23181	- Electronics Technician Maintenance I	19.56
23182	- Electronics Technician Maintenance II	21.03
23183	- Electronics Technician Maintenance III	22.00
23260	- Fabric Worker	17.91
23290	- Fire Alarm System Mechanic	19.64
23310	- Fire Extinguisher Repairer	17.25
23311	- Fuel Distribution System Mechanic	23.58
23312	- Fuel Distribution System Operator	19.82
23370	- General Maintenance Worker	16.50
23380	- Ground Support Equipment Mechanic	19.07
23381	- Ground Support Equipment Servicer	17.17
23382	- Ground Support Equipment Worker	17.17
23391	- Gunsmith I	18.98
23392	- Gunsmith II	20.67
23393	- Gunsmith III	22.59
23410	- Heating, Ventilation And Air-Conditioning Mechanic	20.67
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
21.90		
23430	- Heavy Equipment Mechanic	18.74
23440	- Heavy Equipment Operator	22.96
23460	- Instrument Mechanic	19.64
23465	- Laboratory/Shelter Mechanic	19.64
23470	- Laborer	10.78
23510	- Locksmith	19.64
23530	- Machinery Maintenance Mechanic	20.46
23550	- Machinist, Maintenance	18.27
23580	- Maintenance Trades Helper	14.86
23591	- Metrology Technician I	21.49
23592	- Metrology Technician II	22.42
23593	- Metrology Technician III	23.36
23640	- Millwright	20.64
23710	- Office Appliance Repairer	18.45
23760	- Painter, Maintenance	17.05
23790	- Pipefitter, Maintenance	22.80
23810	- Plumber, Maintenance	21.10
23820	- Pneudraulic Systems Mechanic	20.54
23850	- Rigger	20.54
23870	- Scale Mechanic	18.79
23890	- Sheet-Metal Worker, Maintenance	19.51
23910	- Small Engine Mechanic	18.15
23931	- Telecommunications Mechanic I	22.38
23932	- Telecommunications Mechanic II	26.40
23950	- Telephone Lineman	22.85
23960	- Welder, Combination, Maintenance	17.60
23965	- Well Driller	20.56
23970	- Woodcraft Worker	20.54
23980	- Woodworker	17.25
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	9.74
24580	- Child Care Center Clerk	13.55
24610	- Chore Aide	10.02
24620	- Family Readiness And Support Services Coordinator	11.57
24630	- Homemaker	13.51
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	25.25
25040	- Sewage Plant Operator	20.30
25070	- Stationary Engineer	25.25
25190	- Ventilation Equipment Tender	17.44
25210	- Water Treatment Plant Operator	20.30
27000	- Protective Service Occupations	

27004	- Alarm Monitor	18.05
27007	- Baggage Inspector	9.97
27008	- Corrections Officer	20.29
27010	- Court Security Officer	19.02
27030	- Detection Dog Handler	14.47
27040	- Detention Officer	20.29
27070	- Firefighter	17.91
27101	- Guard I	9.97
27102	- Guard II	14.47
27131	- Police Officer I	22.18
27132	- Police Officer II	24.66
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.71
28042	- Carnival Equipment Repairer	11.11
28043	- Carnival Equipment Worker	9.51
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	13.51
28630	- Sports Official	11.01
28690	- Swimming Pool Operator	12.10
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	19.86
29020	- Hatch Tender	19.86
29030	- Line Handler	19.86
29041	- Stevedore I	19.43
29042	- Stevedore II	20.75
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	18.88
30022	- Archeological Technician II	21.11
30023	- Archeological Technician III	26.16
30030	- Cartographic Technician	24.76
30040	- Civil Engineering Technician	22.32
30061	- Drafter/CAD Operator I	14.11
30062	- Drafter/CAD Operator II	18.65
30063	- Drafter/CAD Operator III	21.11
30064	- Drafter/CAD Operator IV	26.17
30081	- Engineering Technician I	16.82
30082	- Engineering Technician II	18.88
30083	- Engineering Technician III	21.12
30084	- Engineering Technician IV	26.23
30085	- Engineering Technician V	33.14
30086	- Engineering Technician VI	37.47
30090	- Environmental Technician	22.33
30210	- Laboratory Technician	21.42
30240	- Mathematical Technician	25.14
30361	- Paralegal/Legal Assistant I	15.86
30362	- Paralegal/Legal Assistant II	16.96
30363	- Paralegal/Legal Assistant III	19.06
30364	- Paralegal/Legal Assistant IV	21.40
30390	- Photo-Optics Technician	23.11
30461	- Technical Writer I	17.45
30462	- Technical Writer II	21.34
30463	- Technical Writer III	26.28
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)	18.39
30621	- Weather Observer, Senior (2)	21.76
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	9.43
31030	- Bus Driver	13.37
31043	- Driver Courier	11.98
31260	- Parking and Lot Attendant	10.44
31290	- Shuttle Bus Driver	13.26
31310	- Taxi Driver	10.70
31361	- Truckdriver, Light	12.74
31362	- Truckdriver, Medium	13.28

31363 - Truckdriver, Heavy	16.95
31364 - Truckdriver, Tractor-Trailer	16.95
99000 - Miscellaneous Occupations	
99030 - Cashier	7.96
99050 - Desk Clerk	9.74
99095 - Embalmer	22.64
99251 - Laboratory Animal Caretaker I	8.59
99252 - Laboratory Animal Caretaker II	9.10
99310 - Mortician	26.53
99410 - Pest Controller	10.71
99510 - Photofinishing Worker	11.01
99710 - Recycling Laborer	15.42
99711 - Recycling Specialist	16.79
99730 - Refuse Collector	14.55
99810 - Sales Clerk	10.22
99820 - School Crossing Guard	10.66
99830 - Survey Party Chief	24.75
99831 - Surveying Aide	12.83
99832 - Surveying Technician	17.78
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	13.21
99842 - Vending Machine Repairer Helper	11.91

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

PRE-AWARD INFORMATION

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(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(k) 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)

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

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

Factor A: Past Performance* – evaluation of past performance will be based on the following sub factors, which are listed in descending order of importance:

- **Sub factor 1 – Reliability Experience – assuring stable reliable service at high levels of availability**
- **Sub factor 2 – Customer Satisfaction & Business Relations Experience – establishing productive working relationships between customers and contractor**
- **Sub factor 3 – Work Experience – Ability to perform the work in similar square footage and type of work performed as stated in the Scope of Work.**

Provide documentation that describes your company's Quality of Service, Customer Satisfaction, Timeliness of Performance, and Business Relations on previous work assignments, during a five year period. List three references by name, address, period of performance, point of contact, and telephone number.

***Offerors lacking relevant past performance information in any or all of the Past Performance Sub factors will receive a neutral rating.**

Factor B: Key Personnel resumes: Provide resumes on all **personnel**, including subcontractors, proposed for use under this contract demonstrating their responsibilities on this project, education, relevant work experience and training.

Factor C: Price

All non-cost factors are significantly more important than cost or price.

In accordance with FAR 15.304(d): The Government is more concerned with obtaining superior technical skills than with making an award at the lowest overall price/cost to the Government.

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

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

(End of clause)

THE FOLLOWING ADJECTIVAL RATINGS WILL BE USED:

a. Excellent: Excellent in all respects; offers one or more significant advantages not offset by disadvantages; very good probability of success with overall low degree of risk in meeting the Government's requirements. No deficiencies and weaknesses identified.

b. Good: High quality in most respects; offers one or more advantages not offset by disadvantages; good probability of success with overall low to moderate degree of risk in meeting the Government's requirements. No deficiencies and/or significant weaknesses identified.

c. Satisfactory: Adequate quality; any advantages are offset by disadvantages; fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements. No deficiencies and/or weaknesses identified.

d. Susceptible to Being Made Acceptable: Overall quality cannot be determined because of errors, omissions or deficiencies which are capable of being corrected without a major rewrite or revision of the proposal. Deficiencies and/or weaknesses identified.

e. Unsatisfactory: A proposal which contains major errors, omissions or deficiencies, or an unacceptably high degree of risk in meeting the Government's requirements; and these conditions cannot be corrected without a major rewrite or revision of the proposal. Deficiencies and/or major weaknesses identified.

f. Neutral: No record of relevant Past Performance or for whom information on Past Performance is not available. In this case, the offeror may not be evaluated favorably or unfavorably on Past Performance. This rating applies to the Past Performance Factor ONLY.

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

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

- (1) Obviously misplaced decimal points will be corrected;
 - (2) Discrepancy between unit price and extended price, the unit price will govern;
 - (3) Apparent errors in extension of unit prices will be corrected;
 - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- (b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

52.237-1 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)

REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (SEP 2007) ALTERNATE I (APR 2002)

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 (i) 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.

"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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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) or 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). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () 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 products.

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)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) 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 (i) 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)

52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) 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."

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.
(End of provision)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	MOWING, TRIMMING, CLEANING, REFUSE	1	Lump Sum	\$ _____	\$ _____
PICKUP AT FERRY LANDING RECREATION AREA FOR 2008 REC SEASON --- PROJECT NO.:118638					

CLAUSES INCORPORATED BY FULL TEXT

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)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(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)

52.212-4 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.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

X (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)).
- (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (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).
- (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)

X (27) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (28)(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.

___ (29) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (30) 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).

___ (31) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (32) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (33) 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)).

___ (34) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (35) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (36) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (37) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (39)(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.)

X (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)

52.217-9 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

3 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)

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

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

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

longer.

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

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

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

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

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(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)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (f) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (c) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
- (f) Before commencing the work, the Contractor shall-
- (1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
 - (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

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

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the

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

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(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:

See Section C3 of the Scope of Work

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

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

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(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)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(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)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)

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

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

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

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

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

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

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

(17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

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

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

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

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

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/contractorpay/electroniccommerce.html>.

(4) Another electronic form authorized by the Contracting Officer.

(c) The Contractor may submit a payment request in non-electronic form only when--

(1) DoD is unable to receive a payment request in electronic form; or

(2) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(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.

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

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 and submit to the Rock Island District Corps of Engineers Security Officer 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 Rock Island District Corps of Engineers Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Rock Island District Corps of Engineers Security Office will process the investigation in coordination 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 US. Such documentation may include a US passport, Certificate of US 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).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)